

**The Consolidated Borough
of
Quil Ceda Village**



**Tulalip Smoke Shop Driveway Improvements
Contract Documents**

Bid Solicitation No. 2019-808

Contract Documents

October 2019

Tulalip Smoke Shop Driveway Improvements

Bid Solicitation No. 2019-808

Contract Documents

Prepared for

The Consolidated Borough of Quil Ceda Village

8802 27th Avenue NE
Tulalip, WA 98271-9694

Prepared by

Parametrix

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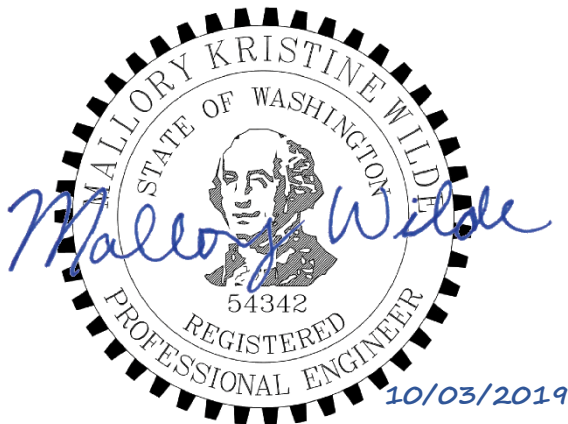
October 2019

CITATION

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Shop Driveway Improvements.
Prepared by Parametrix, Seattle,
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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 Mallory Kristine Wilde, P.E.

A blue ink signature of Austin Fisher.

Checked by Austin Fisher, P.E.

A blue ink signature of Happy Longfellow.

Approved by Happy Longfellow, P.E.

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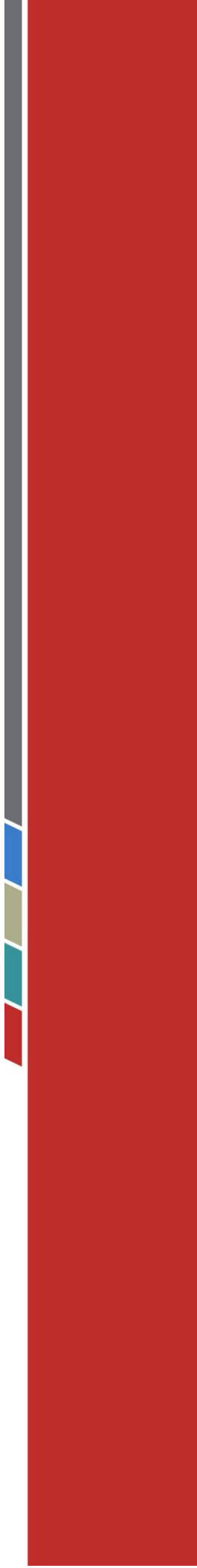
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Division 0

Bidding Requirements, Contract
Forms, and Conditions of Contract



The Consolidated Borough of Quil Ceda Village

DEFINITIONS

These definitions supersede and take precedence over other definitions in the special provisions and plans.

A

Addenda or Addendum

A written or graphic instruction issued prior to the opening of bids which clarifies, amends or interprets the Contract Documents.

Alternate

A proposed change in the Work described in the Contract Documents providing the Consolidated Borough of Quil Ceda Village with an option to select between alternative materials, products or systems, or to add or delete portions of the Work.

Alternative Dispute Resolution

A method of resolving disputes other than arbitration or litigation.

Application for Payment

The form furnished by the Consolidated Borough of Quil Ceda Village that is to be used by the Contractor in requesting progress payments and which when signed by the Contractor shall serve as an affidavit that payments requested are in proportion to the Work completed as shown by the Contract Cost Breakdown and that payments previously paid by the Consolidated Borough of Quil Ceda Village have been applied by the Contractor to discharge in full all of Contractor's obligations incurred in connection with the Work covered by all prior Applications for Payment.

Approved Equal

Article, device, material, equipment, form of construction or other item proposed by the Bidder and approved by the Engineer for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

Engineer

The individual or firm responsible for providing professional design services for the Project.

As-Built Drawings

Drawings or computer files revised by the Contractor to show changes made during the construction process.

B

Base Bid	The amount of money stated in a bid as the sum for which the Bidder offers to perform the Work described in the Contract Documents, exclusive of adjustments for Alternates.
Bidder	A person or entity who submits a bid for a Contract.
Bid Form	The form furnished by the Consolidated Borough of Quil Ceda Village that is to be completed, signed and submitted containing the Bidder's bid.
Bid Guaranty	The Bid Guaranty and Contract Bond or other instrument of security furnished by the Bidder to provide assurance that the Bidder will execute the Contract Form.
Bond	Bid Guaranty and Contract Bond, Contract Bond, or other instruments of security, furnished by the Contractor to provide assurance that the Contractor will perform the Contract and make required payments.

C

Change Order	A document recommended by the Engineer and Construction Manager, and authorized by the Consolidated Borough of Quil Ceda Village, issued after execution of the Contract, through which the parties agree to a change in the Work or an adjustment in the Contract price or the time for Contract Completion.
Claim Affidavit	A sworn document containing a claim on funds that are due to a Contractor, in favor of a person supplying labor, materials or services for the value of labor, materials or services supplied.
Connect	To bring service(s) to point of installation and make final connections to the service(s) to the installed equipment, and to provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.
Construction Budget	The total amount budgeted by the Consolidated Borough of Quil Ceda Village for the Contracts required for the Project, including without limitation, any amount budgeted for loose furnishings, but not including any fees for construction management services, professional design services or other soft costs.
Construction Schedule	The schedule for the construction of the Project showing the time for completing the Work, the planned sequence for performing the Work, the Contractor's resource loading

	curve and the interrelationship between the activities of the Contractors, the Engineer, the Construction Manager and the Consolidated Borough of Quil Ceda Village.
Construction Manager	The individual or firm responsible for providing administration, management and related services as required to coordinate the Project, coordinate the Contractors and provide other services identified in the Contract Documents.
Contract	The agreement between a Contractor and the Consolidated Borough of Quil Ceda Village for performance of Work as set forth in the Contract Documents.
Contract Completion	The date upon which all deficiencies noted in the Punch List have been corrected, the Contractor's Work is 100 percent complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage.
Contract Cost Breakdown	A statement furnished by the Contractor to the Consolidated Borough of Quil Ceda Village reflecting the portions of the Contract price allocated to the various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.
Contract Documents	Collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Bid Guaranty, Contract Form and Attachments, Bond, Engineer's Supplemental Instructions, Shop Drawings, Change Orders, Standard Conditions of the Contract and Special Conditions, if any.
Contract Form	The form furnished by the Consolidated Borough of Quil Ceda Village that is to be completed and executed by the Contractor and the Consolidated Borough of Quil Ceda Village to evidence that the Contract has been entered among them.
Contractor	A successful Bidder with whom the Consolidated Borough of Quil Ceda Village has entered into a Contract for the performance of Work on the Project in cooperation with other Contractors and persons and in accordance with the Contract Documents.

D

Day

Calendar day, unless otherwise expressly specified to mean a working or business day.

Defective

When modifying the word Work, refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval, or has been damaged prior to the Architect's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Consolidated Borough of Quil Ceda Village in writing.

Documented Non-enrolled

Descendent

Means a descendent of a Tribe with BIA documentation.

Drawings

The graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the Contractor, generally including plans, elevations, sections, details, schedules, diagrams, notes and portions of Specifications.

E

Engineer

The individual or firm responsible for providing professional design services for the Project.

Engineer's Supplemental Instruction (ESI)

A document issued by the Engineer, through the Construction Manager, after the execution of the Contract requesting a Proposal from the Contractor which, if approved as provided in the Contract Documents, will cause the execution of a Change Order to modify, amend or alter the Contract Documents.

F

Final Acceptance

The Consolidated Borough of Quil Ceda Village's acceptance of the Work from the Contractor upon certification by the Architect and Construction Manager of Contract Completion.

Furnish

To supply to another party for their use of installation, including cost of delivery and unloading at the job site.

G**Guarantee**

Legally enforceable assurance, for a period of at least one year from Contract Completion, unless noted otherwise, of quality or performance of the Contractor's workmanship.

I**Indian / Native American**

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

Install

To distribute, uncrate, assemble, and fix into the intended final positions; the installer to provide all miscellaneous hardware and supplies required to anchor and support securely, clean up, and dispose of rubbish.

L**Liquidated Damages**

The sum established in the Contract Documents as the predetermined measure of damages to be paid to the Consolidated Borough of Quil Ceda Village due to the Contractor's failure to complete the Work, or portions thereof, within stipulated times.

M**Material Supplier**

A person or entity who furnishes materials, equipment or supplies for Work on the Project.

N**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 Consolidated Borough of Quil Ceda Village intends to execute a Contract Form with the Bidder.

O

Or Equal

See Approved Equal.

Owner

See The Consolidated Borough of Quil Ceda Village.

Owner's Representative

See Construction Manager.

P

Partial Occupancy

The stage in the progress of the Work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents and has been approved for temporary occupancy by the local building department or authority having jurisdiction so the Consolidated Borough of Quil Ceda Village can occupy or utilize the Project, or designated portion thereof, for its intended use.

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.

Project

The improvement to be constructed, of which the Work performed under the Contract Documents may be the whole or a part.

Proposal

The offer of a Contractor to complete the Work set forth in an Engineer's Supplemental Instruction or scope of work description.

Proposed Equal

Article, device, material, equipment, form of construction or other item proposed by a Bidder for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

Provide

To furnish, install and connect complete.

Punch List

A list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.

R

Record Drawings

Drawings or computer files revised by the Engineer to show the changes made during the construction process, based on the As-Built Drawings furnished by the Contractor to the Engineer.

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.

Responsive Bid

Shall mean at a minimum that the bid shall comply with all bid requirements stated in writing and shall be at a reasonable price.

S

Samples

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

Schedule of Values

See Contract Cost Breakdown.

Shop Drawings

Drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data and other data specially prepared or provided by the Contractor, a Subcontractor or Material Supplier to illustrate some portion of the Work.




Special Conditions

Amendments to the General Conditions, which describe conditions unique to a particular Project, including without provisions regarding the assignment of responsibility for refuse removal and for safety and security precautions and programs, regarding temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by Contractors and requiring Contractors to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Consolidated Borough of Quil Ceda Village personnel for operation and maintenance of the Project.

Specifications	Those portions of the Contract Documents consisting of the detailed written requirements and standards for materials, equipment, construction systems and workmanship as applied to the Work and certain administrative details applicable thereto.
Standard	The articles, devices, materials, equipment, forms of construction and other items named in the Specifications or Addenda to denote kind, quality or performance requirements for each significant portion of the Work. All bids and Proposals shall be based on Standards named in the Specifications or Addenda.
Standard Conditions	The standard forms, terms and conditions of the Contract for Construction, provided by the Consolidated Borough of Quil Ceda Village and as in effect from time to time.
Subcontractor	A person or entity who undertakes to construct, alter, erect, improve, repair, demolish, remove, dig, drill or otherwise perform any part of the Work on the Project under a contract with any person other than the Consolidated Borough of Quil Ceda Village.
Surety	A person or entity providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the Consolidated Borough of Quil Ceda Village 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".
Tribal Court	Shall mean the tribal court of the Consolidated Borough of Quil Ceda Village.
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 overall 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 Consolidated Borough of Quil Ceda Village, 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 Consolidated Borough of Quil Ceda Village.
Tulalip Tribes of Washington	The Owner or entity for whom the Project is being constructed.
	
Unit Price	An amount stated in the bid as the price per unit of measurement for materials or services described in the Contract Documents, which cost shall include overhead, profit and any other expense for the Work.
	
Veteran	Shall mean a person who has been honorably discharged from the active, reserve, or National Guard armed forces of the United States including Army, Navy, Marines, Air Force, and Coast Guard.
	
Warranty	Legally enforceable assurance of the quality and performance of materials and equipment.
Work	The construction and services required by the Contract Documents, to include all labor, materials, equipment and services performed or provided by the Contractor for the Project.

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The Consolidated Borough of Quil Ceda Village

Notice to Bidders

Sealed bid proposals will be received by the Consolidated Borough of Quil Ceda Village's Office located at 8802 27th Avenue NE, Tulalip, Washington 98271-9694 for the following Project:

BID SOLICITATION NUMBER 2019-808

TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS

In accordance with the Drawings and Specifications prepared by Parametrix.
The Transportation Manager located at the: Consolidated Borough of Quil Ceda Village
8802 27th Avenue NE
Tulalip, WA 98271-9694
Attn: Debbie Bray
Telephone: (360) 716-5024 or 425-754-2294
Facsimile: (360) 716-0178

The Contract provides for new sidewalk and drainage improvements at the Tulalip Smoke Shop located on 33rd Ave NE. Improvements include removal of the existing curb, gutter, and roadway, installation of curb ramps and sidewalk, overlay of existing parking lot, revisions to the rain gutter drainage system, and channelization markings within the parking lot and along 33rd Ave NE as shown in the Contract Plans.

Bidders shall abide by The Tulalip Code, Chapter 9.05 – TERO Code which provides Indian preference in contracting goods and services. Additionally, The Tulalip Tribes' 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. Bidders shall comply with this Code and the rules, regulations, and orders of the TERO Commission. 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/> Sealed bids will be received until October 17th, at 2:00 p.m. at which time all bids will be opened and read aloud. All required bid and documentation shall be submitted to the front desk receptionist at the QCV – Administrative Office located at 8802 27th Avenue NE, Tulalip, WA by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

The bid documents may also be reviewed for bidding purposes by the following means and methods:

1. On the Internet – Free of Charge:

Plans, specifications, addenda, bidders list, and plan holders list for this project are available through the Consolidated Borough of Quil Ceda Village – Tulalip Tribes' online plan room. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to: <http://www.quilcedavillage.org> and clicking on: "**Doing Business**" and "**Projects**". This online plan room provides Bidders with fully usable online documents; with the ability to download and print to your own printer. Contact The Tribes' Construction Manager listed above should you require assistance.

2. For review at the following locations during normal business hours at the QCV Offices.

8802 27th Avenue NE
Tulalip, WA 98271-9694
(360) 716-5024 office
(360) 716-0165 facsimile

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The Consolidated Borough of Quil Ceda Village

CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Bidder shall provide the Consolidated Borough of Quil Ceda Village with a completed and signed Confidentiality Agreement as set forth herein. Successful Bidder shall also provide the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village for the Project identified as Tulalip Smoke Shop Driveway Improvements Contract Documents ("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 Consolidated Borough of Quil Ceda Village.

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 Consolidated Borough of Quil Ceda Village.

Agreed to and accepted:

Signature: _____

Title: _____

Printed Name: _____

DATE: _____

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The Consolidated Borough of Quil Ceda Village

INSTRUCTIONS TO BIDDERS

The Consolidated Borough of Quil Ceda Village and Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village'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 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.
- 1.1.3 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>.
- 1.1.4 The following requirements apply to the Bid Award Criteria and Procedures for the Project:
 - 1.1.4.1 Bidding is restricted to certified Tulalip Tribal Member Native American Owned Businesses.
 - 1.1.4.2 The Contract will be awarded based on competitive bidding process detailed in these instructions and the Tulalip Code.
 - 1.1.4.3 Minimum TERO Participation Requirements for Employment:
 - 1.1.4.3.1 A minimum of twenty-five percent (25%) of the entire project work force and twenty-five percent (25%) including each subcontractor shall be "Preferred Employees" as defined in the Tulalip Code, Chapter 9.05 – TERO Code.

- 1.1.4.3.2 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.
 - 1.1.4.3.3 Bidders are encouraged to exceed the minimum requirement for employment.
 - 1.1.4.4 Minimum TERO Participation Requirements in contracting with Tulalip Tribal Member NAOB Subcontractors and Suppliers:
 - 1.1.4.4.1 Bidders are encouraged to contract with Tulalip Tribal Member NAOB Subcontractors and Suppliers.
 - 1.1.4.4.2 Bidders shall list their Tulalip Tribal Member NAOB Subcontractors and Suppliers on the Bid Form in Section IV A.
 - 1.1.4.5 Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:
 - 1.1.4.5.1 Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.
 - 1.1.4.5.2 Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B.
 - 1.1.4.6 Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph IB 1.1.4.

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.
- 1.3.2 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 Consolidated Borough of Quil Ceda Village 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 The Bidder is strongly encouraged to attend any pre-bid meetings, where the Engineer and the Construction Manager will answer questions regarding the Contract Documents.
- 2.2.2 The Construction Manager, with the assistance of the Engineer, shall prepare minutes of the pre-bid meeting for the Project record, which will be provided to a Bidder upon request.
- 2.2.3 Failure of the Bidder to attend the pre-bid meeting, or to obtain the minutes thereof, which results in the Bidder not being fully acquainted with the requirements of the Project, will not be considered as a basis for additional compensation.
- 2.2.4 If not given in the Notice to Bidders, notice of the time and place of any pre-bid meeting to be held will be given by the Engineer to each person of record holding Contract Documents.

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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village before the time scheduled for the bid opening, as determined by the employee or agent of the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village reserves the right to accept or reject any bid or bids and to award the Contract to any remaining Bidder the Consolidated Borough of Quil Ceda Village determines to be the lowest responsive and responsible Bidder pursuant to paragraph IB 3.5.1 The Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village may reject the bid of any Bidder who has engaged in collusive bidding.
- 3.4.3 The Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village may reject all bids for one or more bid packages, prior to, during or after evaluation of Bidders, 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village, all bids may be rejected in accordance with applicable Tribal Ordinances or Codes.
 - 3.5.1.1 In determining which Bidder is lowest responsive and responsible, the Consolidated Borough of Quil Ceda Village shall consider the Base Bid, the bids for any Alternate or Alternates and the bids for any Unit Price or Unit Prices which the Consolidated Borough of Quil Ceda Village determines to accept.
 - 3.5.1.2 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.
 - 3.5.1.3 If two or more Bidders submit the same bid amount and are determined to be responsive and responsible, the Consolidated Borough of Quil Ceda Village reserves the right to select one Bidder in the following manner:
 - 3.5.1.3.1 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.
 - 3.5.1.3.2 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.
 - 3.5.1.3.3 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 In determining whether a Bidder is responsible, factors to be considered include, without limitation:
- 3.5.2.1 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.
 - 3.5.2.2 Preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting;
 - 3.5.2.3 Preferences required by Tribal Ordinances, Codes, or Laws;
 - 3.5.2.4 The experience of the Bidder;
 - 3.5.2.5 The financial condition of the Bidder;
 - 3.5.2.6 The conduct and performance of the Bidder on previous contracts;
 - 3.5.2.7 The facilities of the Bidder;
 - 3.5.2.8 The management skills of the Bidder;
 - 3.5.2.9 The ability of the Bidder to execute the Contract properly;
 - 3.5.2.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2.
 - 3.5.2.11 Bidder's commitment to Safety and worker training.
- 3.5.3 If the lowest or most responsive Bidder, as applicable, is not responsible, and all bids are not rejected, the Consolidated Borough of Quil Ceda Village shall follow the procedure set forth with each next lowest or most responsive Bidder, as applicable, until the Contract is awarded or all bids are rejected or all Bidders are determined to be not responsible.

3.6 REJECTION OF BID BY THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE

- 3.6.1 If the lowest or most responsive Bidder, as applicable, is not responsible, the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village, 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village have met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Consolidated Borough of Quil Ceda Village.
 - 3.6.3.2 If all protests are rejected in the Consolidated Borough of Quil Ceda Village's discretion the award of the Contract shall be affirmed by the Consolidated Borough of Quil Ceda Village or all bids shall be rejected.

3.7 NOTICE OF INTENT TO AWARD

- 3.7.1 The Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village reserves the right to rescind any Notice of Intent to Award if the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village, provided the Bidder makes a request in writing and the request is received by the Consolidated Borough of Quil Ceda Village prior to the time of the bid opening, as determined by the employee or agent of the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village, 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 Consolidated Borough of Quil Ceda Village may award the Contract to another Bidder the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village.

4.3 REFUSAL BY CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE TO ACCEPT WITHDRAWAL

4.3.1 If the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village within ten (10) days after the bid opening and an order shall be issued by the Consolidated Borough of Quil Ceda Village allowing or denying the claim of such right within five (5) days after such hearing is concluded. The Consolidated Borough of Quil Ceda Village, 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village denies the claim for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village.

4.5.2 The person to whom the Contract is awarded and the withdrawing Bidder shall be jointly liable to the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village.

- 5.2.1.2 The Consolidated Borough of Quil Ceda Village reviews and approves the Bidder's responsibility.
- 5.2.1.3 The Construction Manager notifies the Bidder's Surety, if applicable, in writing that the Bidder with whom the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village, 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village.
- 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 Consolidated Borough of Quil Ceda Village awards the Contract to another Bidder which the Consolidated Borough

of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village then awards a Contract to another Bidder which the Consolidated Borough of Quil Ceda Village 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 responsive Bidder, as applicable, and another Bidder which the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village does not award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village may award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village to cancel the Notice of Intent to Award for the Bidder’s lack of responsibility and award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, or resubmit the Contract for bidding, at the discretion of the Consolidated Borough of Quil Ceda Village.
 - 7.1.1.2 The Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village and with respect to whom the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village and Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village and Consolidated Borough of Quil Ceda Village." The wording "endeavor to" and "but failure to" under CANCELLATION shall be stricken from the certificate. The Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village shall issue to the Contractor a Notice to Proceed, which shall establish the date for Contract Completion. The Contractor shall, within ten (10) 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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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.

BID PROPOSAL FORM

Project Name: Tulalip Smoke Shop Driveway Improvements

Date of Bid: October 17, 2019

Location of Project: Tulalip Smoke Shop
6326 33rd Ave NE
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:

BASE BID FOR PACKAGE # 2019-808 – TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS

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

Bid Schedule A – Roadway Restoration						
ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
A-1	1-04	MINOR CHANGE	FA	1	\$5,000.00	\$5,000.00
A-2	1-05	ROADWAY SURVEYING	LS	1	\$	\$
A-3	1-07	SPCC PLAN	LS	1	\$	\$
A-4	1-09	MOBILIZATION	LS	1	\$	\$
A-5	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
A-6	2-01	CLEARING AND GRUBBING	LS	1	\$	\$
A-7	2-02	REMOVING ASPHALT CONC. PAVEMENT	SY	310	\$	\$
A-8	2-02	REMOVING CEMENT CONC. SIDEWALK	SY	20	\$	\$
A-9	2-02	REMOVING CEMENT CONC. CURB AND GUTTER	LF	270	\$	\$
A-10	2-02	ADJUST VALVE BOX	EACH	1	\$	\$
A-11	2-02	INSTALL SOLID LOCKING LID	EACH	3	\$	\$
A-12	2-03	ROADWAY EXCAVATION INCL. HAUL	LS	1	\$	\$
A-13	2-03	SELECT BORROW INCL. HAUL	TON	50	\$	\$
A-14	2-03	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	10	\$	\$
A-15	2-09	RESOLUTION OF UTILITY CONFLICTS	FA	1	\$5,000.00	\$5,000.00
A-16	4-04	CRUSHED SURFACING TOP COURSE	TON	120	\$	\$
A-17	5-04	HMA CL. 1/2 IN. PG 58H-22	TON	120	\$	\$
A-18	5-04	PLANING BITUMINOUS PAVEMENT	SY	540	\$	\$
A-19	7-04	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	10	\$	\$
A-20	7-05	CATCH BASIN TYPE 1	EACH	3	\$	\$
A-21	7-05	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	1	\$	\$
A-22	7-05	CONNECTION TO DRAINAGE STRUCTURE	EACH	3	\$	\$
A-23	7-05	ADJUST CATCH BASIN	EACH	4	\$	\$
A-24	7-05	ADJUST MANHOLE	EACH	2	\$	\$
A-25	7-08	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$	\$
A-26	7-14	HYDRANT EXTENSION	LF	1	\$	\$
A-27	8-01	EROSION/WATER POLLUTION CONTROL	LS	1	\$	\$
A-28	8-01	INLET PROTECTION	EACH	5	\$	\$
A-29	8-02	TOPSOIL TYPE A	CY	20	\$	\$
A-30	8-02	BARK MULCH	CY	30	\$	\$
A-31	8-02	SOIL AMENDMENT	CY	110	\$	\$

Bid Schedule A – Roadway Restoration						
ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
A-32	8-02	PSIPE CORNUS SERICEA 'KELSEYII'	EACH	22	\$	\$
A-33	8-02	PSIPE IRIS DOUGLASIANA	EACH	52	\$	\$
A-34	8-02	PSIPE JUNCUS ENSIFOLIUS	EACH	45	\$	\$
A-35	8-02	PSIPE MAHONIA AQUIFOLIUM 'COMPACTA'	EACH	13	\$	\$
A-36	8-02	PSIPE SCRIPUS MICROCARPUS	EACH	45	\$	\$
A-37	8-02	PSIPE SYMPHORICARPOS ALBUS	EACH	4	\$	\$
A-38	8-04	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	260	\$	\$
A-39	8-09	RAISED PAVEMENT MARKER TYPE 1	HUND	0.70	\$	\$
A-40	8-09	RAISED PAVEMENT MARKER TYPE 2	HUND	0.12	\$	\$
A-41	8-14	CEMENT CONC. SIDEWALK	SY	80	\$	\$
A-42	8-14	CEMENT CONC. CURB RAMP TYPE PARALLEL B	EACH	3	\$	\$
A-43	8-15	ROCK FOR EROSION AND SCOUR PROTECTION CLASS A	TON	4	\$	\$
A-44	8-18	RELOCATE MAILBOX	EACH	1	\$	\$
A-45	8-21	PERMANENT SIGNING	LS	1	\$	\$
A-46	8-22	PLASTIC STOP LINE	LF	33	\$	\$
A-47	8-22	PLASTIC CROSSWALK LINE	SF	160	\$	\$
SUBTOTAL SCHEDULE A					\$	
TERO TAX AT 1.75%					\$	
TOTAL SCHEDULE A					\$	

Bid Schedule B – Driveway Restoration						
ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
B-1	1-04	MINOR CHANGE	FA	1	\$5,000.00	\$5,000.00
B-2	1-05	ROADWAY SURVEYING	LS	1	\$	\$
B-3	1-09	MOBILIZATION	LS	1	\$	\$
B-4	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
B-5	2-02	REMOVAL OF STRUCTURE AND OBSTRUCTION	LS	1	\$	\$
B-6	2-02	REMOVING ASPHALT CONC. PAVEMENT	SY	80	\$	\$
B-7	2-02	REMOVING CEMENT CONC. SIDEWALK	SY	10	\$	\$
B-8	4-04	CRUSHED SURFACING TOP COURSE	TON	20	\$	\$
B-9	5-04	HMA CL. 1/2 IN. PG 58H-22	TON	110	\$	\$
B-10	5-04	PLANING BITUMINOUS PAVEMENT	SY	650	\$	\$
B-11	7-04	SOLID WALL PVC STORM SEWER PIPE 4 IN. DIAM.	LF	80	\$	\$
B-12	7-04	DUCTILE IRON STORM SEWER PIPE 6 IN DIAM.	LF	45	\$	\$
B-13	7-05	ADJUST MANHOLE	EACH	1	\$	\$
B-14	7-08	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$	\$
B-15	8-01	INLET PROTECTION	EACH	1	\$	\$
B-16	8-04	CEMENT CONC. TRAFFIC CURB	LF	10	\$	\$
B-17	8-04	EXTRUDED CEMENT CONC. CURB	LF	90	\$	\$
B-18	8-14	CEMENT CONC. SIDEWALK	SY	10	\$	\$
B-19	8-22	PLASTIC LINE	LF	250	\$	\$
B-20	8-22	PLASTIC STOP LINE	LF	12	\$	\$
B-21	8-22	PLASTIC TRAFFIC ARROW	EACH	5	\$	\$
SUBTOTAL SCHEDULE B					\$	
TERO TAX AT 1.75%					\$	
TOTAL SCHEDULE B					\$	

BID SUMMARY

TOTAL BID SCHEDULE A PLUS TOTAL BID SCHEDULE B: \$ _____

TOTAL BID AMOUNT: _____
(Write in Words Above Base Bid Amount)

Trench Excavation Safety Provisions (included in Base Bid Amount Above): \$ _____
(Write in Number Form Above)

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. ***If trench excavation safety provisions do not pertain to this contracted work, Bidder shall enter N.A. (not applicable) for the dollar amount.***

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)

		PREFERRED EMPLOYEE	
NAME	POSITION	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.

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.

END OF BID FORM

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The Consolidated Borough of Quil Ceda Village

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 Consolidated Borough of Quil Ceda Village

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 Consolidated Borough of Quil Ceda Village, 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 Consolidated Borough of Quil Ceda Village

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 Consolidated Borough of Quil Ceda Village

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 Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village 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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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)

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.

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)

SURETY
Company: (Corporate Seal)

Signature: _____
Name
and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____
Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 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, 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 If there is no Owner Default under the Construction Contract, 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 a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 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 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, 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.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, 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 5.4, 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 5; 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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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. 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.

§ 10 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.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and 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.

§ 12 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.

§ 13 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.

§ 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 or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 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 _____

Init.



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)

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.

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:)

§ 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, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, 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 and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions 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 having last performed labor or last furnished materials or equipment included in the Claim; 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 sixty (60) 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 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 one year 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 which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

§ 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. 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 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, 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 mechanic's 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 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 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:

(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 Consolidated Borough of Quil Ceda Village

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 (72) seventy-two 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**

Project # 2019-808

Contractor

Address

This agreement entered into this _____ day of Month, 20##, between The Tulalip Tribes, 6406 Marine Drive, Tulalip, WA hereinafter referred to as "Owner", and Contractor Name Contractor Address hereinafter referred to as "_____."

WITNESSETH, that the contractor and the OWNER for the consideration stated herein mutually agree as follows.

SECTION ONE
DESCRIPTION OF WORK

This contract consists of this written agreement and all appurtenant "contract documents" described in Section Seven of this agreement. Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the Scope work located at address in accordance with this contract and the Scope of Work, incorporated as EXHIBIT B.

SECTION TWO
CONTRACT PRICE

The Tulalip Tribes agrees to pay Contractor for the work described a total contract price not to exceed the total 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 work. Progress payments shall be made to the Contractor under terms and conditions described under Section three of this Contract.

SECTION THREE
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, and Project Coordinator. 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 Tulalip draw form, invoice, Tulalip Contract register, certified payroll, Tulalip conditional waiver, release of claim and anything else deemed necessary by the Contract Officer.
- C. The Owner shall retain **Five (5%) percent** of the amount of progress payment until completion and acceptance of all work by the Contract Officer under this contract.
- D. Mobilization draw requests will not exceed 10% of the contract value. The Contractor must include a separate document with the initial draw request detailing out the mobilization fees they are invoicing. If requested by the Contract Officer the Contractor must provide back up for the mobilization fees. Eligible mobilization are: cost incurred to establish field operations; mob trailer/office/storage; operational supplies, set up temp utilities; temp fencing; install site access and traffic control; survey; purchase PPE; permits and other fees; administration fees; document prep fees; insurance; bonds and any other expenses approved by the Contract Officer as mobilization

fees. Invoicing or request for deposits for material will not be authorized with Mobilization, once material is on site it may be invoiced.

- E. All material and work and work covered by progressing payments made shall, at the time of payment become the sole property of the 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 damage 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 Contractors or persons other than employees of the Owner in the course of their employment the Contractors shall restore such damage work without cost to the Owner and to seek redress for its damage only from those who directly caused it.

SECTION FOUR **FINAL PAYMENT**

- A. The Owner shall make the final payment due the Contractor under this Contract within thirty (30) days after receiving all required documents, Completion of punch list and final acceptance of all work; and
- B. The Owner as retention shall hold **Five (5%) percent** of the full Contract price back for a period of **Three (3) Months**. The purpose of this retention is to secure the Owner, in part, against faulty work by the Contractor or other costs arising from the Contractor's failure to comply with the provisions of this Contract or to complete the Contract to the standard of the industry or to carry out Contractors obligations to others. If after Three (3) Months from the date of completion of this Contract, no issues have arisen which have required, or may require the Owner to call upon all or a part of the retained funds, the funds may be paid to the Contractor. The retention shall be in addition to all other rights of the Owner against the Contractor.
- C. Failure of Contractor to comply with any special guarantees required by the Subcontract documents shall result in the withholding of final payment and the retention payment. Contractor, by accepting final payment, waives all claims except those, which he has previously made in writing.

SECTION FIVE **STARTING AND COMPLETION DATES**

Work under this contract shall commence on **Month ____**, **2019**, at the start of the business day and shall be completed by **Month ____**, **20__**.

SECTION SIX **LIQUIDATED DAMAGES**

If the Contractor fails to complete the work within the time specified in the contract, or within any applicable extension of the time provided within an approved field directive / contract modification to the Contractor, the Contractor shall pay to the Owner as liquidated damages, the sum of **\$150.00** for each day of delay. The Contractor remains liable for damages caused other than by delay. If no amount is inserted in this paragraph, the Contractor shall pay to the Owner the actual amount of all damages sustained by the Owner as a result of such delay.

SECTION SEVEN **CONTRACT DOCUMENTS**

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

1. This instrument
2. Emailed Invitation to Bid notice attached as EXHIBIT A
3. Scope of Work, Plans, Spec's attached as EXHIBIT B
4. The Contractor's proposal, EXHIBIT C
5. Any Contract Modifications hereafter to be made attached as EXHIBIT D

These contract documents together form the contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, 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 EIGHT **AUTHORITY OF CONTRACT OFFICER AND PROJECT COORDINATOR**

Contract Officer Name is hereby designated Contracting Officer and Project Coordinator's Name is hereby designated Project Coordinator for purposes of this agreement. The duties and authority of the Contract Officer and Project Coordinator shall be as follows:

- A. GENERAL ADMINISTRATION OF CONTRACT. The primary function of the Tribal Contract Officer is to provide general administration of the contract as representative of the Owner during the entire period of construction.
- B. INSPECTION, OPINIONS AND PROGRESS REPORTS. The Contracting Officer and Project Coordinator shall keep familiar with the progress and quality of the work being performed by Contractors and their subcontractors. The Contracting Officer and Project Coordinator will make general determinations as to whether the work is proceeding in accordance with the Contract. Neither Owner nor the Contracting Officer and Project Coordinator will be responsible for the means of construction or for Contractor's failure to perform the work properly and in accordance with the Contract document.
- C. ACCESS TO WORKSITE FOR INSPECTIONS. The Contracting Officer and Project Coordinator shall have free access to the work at all times during the Contract period. However, the Contracting Officer and Project Coordinator are 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 Owner.
- E. PROGRESS PAYMENT CERTIFICATION. The Contracting Officer will assure compliance is followed and all required documents with draw request is submitted. The Contract Officer is responsible for compliance, legal and financial matters. The Project Coordinator will perform site inspections and observations of the work and determine the amount owing to the Contractor as the work progresses based on Contractor's Tulalip draw form and invoice as per section (3) three. The Contract Officer and Project Coordinator will issue certificates for progress payments, final payment and retention payments in accordance with the terms of the Contract.

SECTION NINE
RESPONSIBILITIES OF CONTRACTOR

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

- A. SELF-PERFORM. Contractor will be required to self-perform no less than _____ percent (___%) 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 for prior approval.
- B. SUPERVISION RESPONSIBILITY. 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. Contractor represents that their bonded in sufficient amount to cover Contractor's liability occasioned by Contractor's performance of this contract. Contractor will provide proof of bonding before onsite.
- C. DISCIPLINE AND EMPLOYMENT. Contractor shall maintain at all times strict discipline among their workers and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he/she was employed.
- D. FURNISHING OF LABOR, MATERIALS, ETC. Contractor shall provide and pay for all labor, 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 project, paying the fees therefore in accordance with the Contract Documents.
- E. MANUFACTURER'S INSTRUCTIONS. Contractor shall comply with manufacturer's installation instructions and recommendations to the extent that those instructions 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 applicable taxes required by law in connection with work on the project and shall secure all licenses and permits other than Tulalip permits which will be provided, necessary for proper completion of the work, paying the fees therefore. The Tulalip Tribes is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. As a recognized tribal government, the Tulalip Tribes 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). **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 retail service (e.g., construction services) is performed for the member or tribe in Indian country.
- G. PAYMENT OF ROYALTIES AND LICENSE FEES, HOLD HARMLESS AGREEMENT. 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.
- H. COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of the public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify the contract officer promptly on discovery of such variance.

- I. RESPONSIBILITIES 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.
- J. WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS. Contractor represents and warrants to 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 conformity with the contract documents. It is understood between the parties all equipment and materials that are not so in conformity are defective.
- K. CLEANLINESS 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.
- L. CLEAN-UP. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his work or that of his subcontractors, and further shall remove all such waste materials and rubbish in termination of the project, together with all his 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 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 act, error or omission of the Contractor, Contractor's 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 Contractor's 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, Contractor's employees, agents or subcontractors. The Contractor's obligations to indemnify, defend and hold harmless shall apply even if the injuries, death or damages, directly or indirectly, result from, arise out of or relate to, one or more 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, Contractor's employees, agents or subcontractors, the indemnity provision provided for in the preceding paragraph of these specifications shall not be applicable to damages caused by the Tribe's 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 51RCW, 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 this Contract.

In addition to any remedy authorized by law, the Owner may retain so much of the money due the Contractor 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. **CERTIFIED PAYROLL AND TERO REQUIREMENTS.** The Contractor will be required as part of this contract to provide **certified payrolls** and be in compliance with the Tribal Employment Rights Office (TERO) requirements. The Contractor shall be required to schedule a meeting with TERO prior to the start of work on the project and provide a signed copy of their compliance plan. The above applies to all contracts in excess of \$10,000. TERO Fees will be paid by the Agency and the cost removed from the contract if it is found to be included in the total contract cost.

Grants under this part are subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)), which states that any contract, subcontract, grant or sub-grant pursuant to an act authorizing grants to Indian organizations or for the benefit of Indians shall require that, to the greatest extent feasible:

1. Preference and opportunities for training and employment shall be given to Indians, and
2. Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452).

- O. **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.

The Contractor shall have in effect a 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
\$ 10,000	Medical Payments
\$1,000,000	Employer's Liability

Policy Limits – Business Automobile Liability

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

- P. CONTRACTOR'S WORKER'S COMPENSATION. 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 Coverages. Employees not subject to the State Act are to be insured under Employer's Contingent Liability (Stop Gap) \$1,000,000 on accident and aggregate.

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

- Q. BUILDERS 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.

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

To be eligible to make a claim under the Tulalip Tribe's 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 insureds 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.

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 following insurance coverage with insurance carriers (with an 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 term of this Agreement.

The Contractor shall furnish the Tulalip Tribes a 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 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.

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 certificate 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.

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.

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. 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.

Contractor shall indemnify, defend and hold the Tulalip Tribes harmless from all losses, damages, liabilities, fines penalties, costs (including clean-up costs) and expenses (including attorneys' 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, Subcontractors, suppliers or materialmen or its or their agents or employees, Contractor shall immediately notify the Tulalip Tribes through the Contract Officer or the Construction Manager.

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 from this contract.

- U. EXCESS MATERIAL. All excess material shall become the property of the Owner, materials cannot be removed from site by the contractor. If materials are removed, the Contractor forfeits their retention.
- V. FUNERAL DELAY. When Contractor is notified of a funeral on or near the site, the Contractor may be required to stop work for a period of three (3) days at no extra cost to the Owner unless equipment is being rented. The proof must be provided to the Owner within 7 days of notification of funeral

along with proof showing that the Contractor tried getting the fee waived. Contractor will be given a time extension for the time they were delayed due to the funeral.

SECTION TEN **TIME OF ESSENCE – EXTENSION 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 Contract Officer for such reasonable time as the Contract Officer may determine when in his opinion Contractor is delayed in work progress by contract modifications, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond Contractor's control or which justify delay.

SECTION ELEVEN **CORRECTING WORK**

When it appears to Contractor during the course of construction that any work does not conform to the provisions of the contract documents, he shall make necessary corrections so that such work will so conform, and in addition Contractor will correct any defects caused by him or by a subcontractor, appearing within one year from the date of issuance of a certificate of substantial completion by the Contract 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.

- A. **UNCOVERING OF WORK**. If a portion of the work is covered contrary to the Contract Officer's request or to requirements specifically expressed in the contract Documents, it must, if required in writing by the Contract Officer, be uncovered for the Contract Officer and/or Construction Manager examination and be replaced at the contractor's expense without change in the contract time.

If a portion of the work has been covered which the Contracting Officer or Construction Manager has not specifically requested to examine prior to its being covered, the Contracting Officer may request to see such work and it shall be uncovered by the contractor. If such work is on accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate change order, be at the Owner's expense. If such work is not in accordance with the contract documents, corrections shall be at the contractor's expense unless the condition was caused by the Owner or a separate contractor in which even the Owner shall be responsible for payment of such cost.

When it appears to the Owner or Contractor during the course of construction that any work does not conform to the provisions 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 Contract Officer or Project Coordinator, 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 TWELVE **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 THIRTEEN **TERMINATION**

This contract may be terminated as follows:

- A. **TERMINATION BY OWNER.** Owner may on seven (7) days' notice to Contractor terminate this contract before the completion date hereof, and without prejudice to any other remedy Owner may have, when 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 worksite and materials, 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 expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner. On such default by 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 payments then or to become due to Contractors.
- B. **OWNER'S TERMINATION FOR CONVENIENCE.** (i) 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 costs 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; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor. (ii) The Contracting Officer will act on the Contractor's claim. (iii) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

SECTION FOURTEEN **OTHER CONTRACTS**

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 direction 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 Owner's employees.

SECTION FIFTEEN **CONSTRUCTION PROGRESS SCHEDULE**

The Contractor shall, prior to commencing work, prepare and submit to the Contracting Officer for approval a practicable 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 several salient features of the work (including acquiring labor, materials, and equipment). If the Contractor fails to submit

a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

If the Contracting Officer determines that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Owner.

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, or may impose liquidated damages, as applicable.

SECTION SIXTEEN

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 purposes, the Contractor shall:

- A. 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 CFR Part 1926. Failure to comply may result in imposition of sanctions under applicable tribal law; and
- B. 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 an 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 and 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 subcontractors' 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 having 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 Owner in writing if any hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), is 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.

SECTION SEVENTEEN
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 adjoining 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 EIGHTEEN

INSPECTIONS AND ACCEPTANCE OF CONSTRUCTION

- A. Definitions. As used in this clause –
 - 1) “Acceptance” means the act by which the Owner approves and assumes Ownership of 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) 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.
- 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 tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.
- F. The Owner 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 Owner not to conform to contract requirements, unless the Owner decides that it is in its 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 Owner 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 Owner, 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 Owner 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 material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, or the Owner had reasonable cause to believe that such work would be found to be defective or nonconforming due to the fault of the Contractor or its subcontractors, whether or not found to be defective or nonconforming, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract and there was no reasonable cause to believe such work would be found to be defective or nonconforming, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- 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. A copy of such notice shall also be submitted within this time to any Architect engaged by the Owner for this contract. If the Contracting Officer, upon consultation with any such Architect, determines that the state of preparedness is as represented, the Owner will promptly arrange for the inspection. Unless otherwise specified in the contract, the Owner shall accept, as soon as practicable after completion and inspection, 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 NINETEEN **WARRANTY OF TITLE**

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges or purported claim, lien 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
WARRANTY OF CONSTRUCTION

- A. 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 of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year (unless otherwise indicated) from the date that the Owner takes possession.
- 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 damage to real or personal property of the Owner or of any other person or entity when the damage is the result of –
- 1) The Contractor's failure to conform to contract requirements; or
- C. Any defects of equipment, material, workmanship or design furnished by the Contractor.
- 1) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year (unless otherwise indicated) from the date of repair or replacement.
- D. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- E. 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 Contractor's expense.
- F. 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 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.
- G. Before final acceptance of the work by the Owner, the Contractor shall provide to the Owner 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 subparagraphs (f)(2) and (f)(3).
- H. 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.
- I. Notwithstanding any provisions herein to the contrary, the time limitations established under this clause relates 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.
- J. 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 TWENTY-ONE **CONFLICTS**

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.

In the event of a conflict between the contract and applicable tribal law or regulations, the tribal law or regulation shall prevail.

SECTION TWENTY-TWO **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 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. A claim by Owner against the Contractor shall be subject to a written decision by the Contracting Officer.
- D. The Contracting Officer shall, within 60 days after receipt of the request unless otherwise indicated, decide the claim or notify the Contractor of the date by which the decision will be made.
- E. The Contracting Officer's decision shall be final.
- F. 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.
- G. Nothing in this contract, or any action taken by the Owner or any of its agents or employees in connection with this contract shall be deemed to be a waiver of the sovereign immunity of the Owner unless such waiver is explicit and in writing, and fully complies with all tribal and federal requirements for the waiver of such immunity.
- H. The tribal court or other tribal dispute resolution entity or mechanism of the tribe having jurisdiction over the project shall have exclusive jurisdiction over any suit that may be filed relating to the contract, provided that this designation shall not be deemed to be a waiver of the sovereign immunity of the Owner.

SECTION TWENTY-THREE
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 TWENTY-FOUR
NOTICES TO THE CONTRACTOR

Whenever notice is required to be delivered by US mail to Tulalip Tribes Construction Department (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:

OWNER: Tulalip Construction Department
Attention: Contract Officer
6406 Marine Dr. Tulalip WA 98271

CONTRACTOR: _____
(Businesses Name)

(Attention:)

(Address)

Contractor shall notify Owner of any Change of address.

SECTION TWENTY-FIVE
VENUE

The parties agree that venue for the suits arising under this agreement shall be in the courts of The Tulalip Tribes of Washington in accordance with Tribal Law.

SECTION TWENTY-SIX
T.E.R.O.

Contractor agrees that this 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:

Tulalip Contract Officer:

Tulalip Tribes (MD/BOD):

Signature

Signature

Signature

Title

Title

Title

Date

Date

Date

The Consolidated Borough of Quil Ceda Village
Tulalip Smoke Shop Driveway Improvements Project

INTERIM WAIVER AND RELEASE OF CLAIMS

TO THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE ("OWNER"):

_____ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment (collectively, the "Work") for construction on the Tulalip Smoke Shop Driveway Improvements Project (the "Project"), located at the Tulalip Smoke Shop, 6326 33rd Avenue NE, 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 Consolidated Borough of Quil Ceda Village
Tulalip Smoke Shop Driveway Improvements

FINAL WAIVER AND RELEASE OF CLAIMS

TO THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE ("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 Smoke Shop Driveway Improvements Project (the "Project"), located at the Tulalip Smoke Shop, 6326 33rd Avenue NE, 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 Consolidated Borough of Quil Ceda Village, 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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BUYERS' RETAIL SALES TAX EXEMPTION CERTIFICATE

Not to be used to make purchases for resale

Type of Certificate

☐ **Single Use Certificate**

A Single use certificate must be used each time an exempt item is purchased.

☐ **Blanket Certificate**

Blanket certificates are valid for as long as the buyer and seller have a recurring business relationship. A "recurring business relationship" means at least one sales transaction within a period of twelve months. RCW 82.08.050 (7)(c).

Vendor/Seller		Date	
Street Address	City	State	Zip Code

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:

Place of residence: _____

Type of proof of residence accepted (drivers license, fishing license, etc) _____, including any identification numbers _____, and expiration date _____.

- a. ☐ Tangible personal property other than motor vehicles for use outside Washington by a resident of a state, possession, or province of Canada, with a sales tax rate of less than three percent.
- b. ☐ Watercraft (Include 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 waters within 45 days.

Seller's Signature: _____

2. Electric Vehicles:

- a. ☐ Batteries for electric vehicles or the purchase of labor and services rendered in respect to installing, repairing, altering, or improving electric vehicle batteries.
- b. ☐ Tangible personal property that will become a component of electric vehicle infrastructure or the purchase of or charge made for labor and services rendered in respect to installing, constructing, repairing, or improving electric vehicle infrastructure.

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 vehicles, 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. ☐ Fuel to be consumed outside of Washington by a vessel primarily engaged in foreign commerce.
Vessel Name: _____
Type of Fuel: _____ Quantity: _____
- f. ☐ Watercraft, component parts, labor and services, and/or diesel fuel used in a qualifying commercial deep sea fishing operation.
Registered Vessel Name: _____ Vessel Number: _____
- g. ☐ 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. (Effective July 1, 2015)

5. Sales to Indians:

- a. ☐ Tangible personal property (other than motor vehicles) or services purchased by Indians or Indian tribes when the goods are delivered to or services provided within Indian country. For motor vehicle sales, sellers must use the Declaration for Motor Vehicle Sales to Enrolled Tribal Members with Delivery in Indian Country form.
- b. ☐ Supplies or services purchased by prime contractors hired by Indian tribes to perform construction in Indian Country when the goods are delivered to or services provided in Indian country.

6. 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. ☐ Machinery and equipment (*including labor and services to install*) used directly in generating electricity using solar energy in a system capable of generating not more than 10kW of electricity.
- b. ☐ Machinery and equipment (and the labor charges to install the same) used directly in producing thermal heat from collectors or solar hot water systems that produce 3 million BTU per day or less.
- c. ☐ Waste vegetable oil used to produce biodiesel fuel for personal use.
- d. ☐ Equipment rental and purchase of services for use in motion picture and video production.
- e. ☐ Objects of art or cultural value purchased by an artistic or cultural organization.
- f. ☐ Adaptive automobile equipment purchased by disabled veterans.
- g. ☐ Animal pharmaceuticals purchased by veterinarians. This exemption does not apply to pharmaceuticals for pets. (*Describe*): _____
- h. ☐ Computer hardware, peripherals, software and related installation, used by the aerospace industry.
- i. ☐ Labor, services, and tangible personal property related to the constructing of new buildings, or new parts of 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.
- j. ☐ Computer hardware, peripherals, software and related installation, purchased by publishers and printers.
- k. ☐ City, County, Tribal, or Inter-Tribal Housing Authorities.
- l. ☐ Tangible personal property for use in a noncontiguous state delivered to the usual receiving terminal of the shipper.
Type of Goods Purchased: _____
Point of Delivery: _____ Carrier/Agent: _____
- m. ☐ Gases and chemicals used by a manufacturer or processor for hire in the production of semiconductor materials.
- n. ☐ Hog fuel used to produce electricity, steam, heat, or biofuel.
- o. ☐ Tangible personal property under the weatherization assistance program.
- p. ☐ Trail Grooming Services.
- q. ☐ Honey bees/honey bee feed purchased by an eligible apiarist. Apiarist ID #: _____
- r. ☐ Federal credit union purchases.
- s. ☐ Wax, ceramic materials, and labor used to create molds consumed during the process of creating investment castings.
- t. ☐ Sales of ferry vessels to the state or local governmental units, components thereof, and labor and service charges.
- u. ☐ Joint Municipal Utilities Services Authority.
- v. ☐ Paratransit vehicles purchased by paratransit service providers.
- w. ☐ Large/private airplanes purchased by nonresidents.
- x. ☐ Standard financial information purchased by qualifying international investment management companies.
- y. ☐ Clay targets purchased by nonprofit gun clubs.
- z. ☐ Charcoal, wood chips, & similar items to flavor food purchased by restaurants.
- aa. ☐ 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.
- ab. ☐ Vessel Deconstruction Services.

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: _____ Tax Registration No.: _____

Name of Buyer: _____ Title: _____

Signature of Buyer: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Seller must maintain a copy. Do not send to Department of Revenue.

Each exemption on this form has specific rules (see instructions)

INSTRUCTIONS

Buyers 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 1-800-647-7706 or visit the Department's web site at: dor.wa.gov.

Line 1a applies to the purchase of tangible personal property other than motor vehicles for use outside Washington by a resident of a state, possession, or province of Canada with a sales tax rate of less than three percent (e.g. Oregon, Alaska). Reference: RCW 82.08.0273, WAC 458-20-193 (6) (b) and ETA 3054.2011.

NOTE: Sales of motor vehicles are not covered by this certificate; please refer to RCW 82.08.0264 and WAC 458-20-177 for certificate and exemption information.

Line 1b applies to watercraft purchased by a nonresident for use outside Washington when delivery takes 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 electric vehicle batteries or to labor and services rendered in respect to installing, repairing, altering, or improving electric vehicle batteries. 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. Reference: RCW 82.08.816

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 therewith 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 fuel consumed outside the territorial waters of the United States by vessels used primarily in foreign commerce. Buyers must list the vessel name, type of fuel and quantity. Reference: RCW 82.08.0261 and WAC 458-20-175.

Line 4f 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 4g 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 tangible personal property (other than motor vehicles) or services by an Indian or Indian tribe. The goods or services must be delivered to, or performed on the reservation. The purchaser must present a tribal membership card, a treaty fishing card, a certificate of enrollment, or a letter from a tribal official. Sellers must document the buyer's name, dollar amount of purchase, tribal affiliation and reservation where delivery is made. For motor vehicle sales, sellers must use the *Declaration for Motor Vehicle Sales to Enrolled Tribal Members with Delivery in Indian Country* form. Reference: RCW 82.08.0254 and WAC 458-20-192.

Line 5b applies to the purchase of consumable supplies, equipment rentals or services by a prime contractor hired by an Indian tribe to perform construction in Indian Country where the goods or services are delivered to, or performed on the reservation. The purchaser must present a construction contract with the tribe or a letter from a tribal official evidencing that they are working directly with the Tribe. Sellers must document the buyer's name, dollar amount of purchase, and reservation where delivery is made. Reference: RCW 82.08.0254 and WAC 458-20-192.

Line 6a applies to the purchase of qualifying machinery and equipment (and charges for labor to install) used directly in generating electricity using the sun. The solar energy system must be no larger than 10kW. Effective July 1, 2009 – June 30, 2018. Reference: RCW 82.08.963

Line 6b applies to the purchase of qualifying machinery and equipment (and charges for labor to install) used directly in producing thermal heat using solar collectors or solar hot water systems that produce 3 million BTU per day or less. Effective July 1, 2013 - June 30, 2018. Reference: RCW 82.08.963.

Line 6c 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 6d 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 6e 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 6f 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 6g 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 6h 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 6i applies to charges for labor and services rendered in respect to the constructing of new buildings, or new parts of 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 6j 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 6k applies to all retail purchases of goods and services by City, County, Tribal, or Inter-Tribal Housing Authorities. Reference: RCW 35.82.210.

Line 6l 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 6m 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 6n 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 6o 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 6p 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 6q 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 6r 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 6s 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 6t 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 6u applies to cities, counties, and other municipalities that create a Joint Municipal Services Authority. Reference: RCW 82.08.999

Line 6v 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 6w 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 6x applies to the purchase and use of standard financial information by a qualifying international investment management company. The bill provides definitions for both “standard financial information” and “qualifying international investment management company” and limits the amount of qualifying purchases 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 6y applies to the purchases of clay targets by nonprofit gun clubs. The exemption applies to clay target shooting when a fee is charged for the activity. The exemption expires July 1, 2017. Reference: RCW 82.08.205

Line 6z applies to purchases of certain wood chips, grape vines, charcoal for use by restaurants. The products must impart flavor to the food and be substantially consumed by the combustion process during cooking. The exemption also extends to wooden planks that are used to support the food during cooking, such as cedar grilling planks. The exemption does not apply to any purchases of gas fuel. Reference: RCW 82.08.210

Line 6aa 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 6ab 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

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*, 2020 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 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 labeled with asterisks (*****). 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:

- *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

Contractor shall obtain copies of these publications, at Contractor's own expense.

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DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(*****)

The Contract provides for new sidewalk and drainage improvements at the Tulalip Smoke Shop located on 33rd Ave NE. Improvements include removal of the existing curb, gutter, and roadway, installation of curb ramps and sidewalk, overlay of existing parking lot, revisions to the rain gutter drainage system, and channelization markings within the parking lot and along 33rd Ave NE as shown in the Contract Plans.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

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

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

(*****)

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

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

(*****)

Award

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

Contracting Agency

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

Engineer

The Contracting Agency's representative who administers the construction program for the Contracting Agency. "Engineer" shall refer to the State of Washington Department of Transportation.

Inspector

The Owner's representative who inspects Contract performance in detail. "Inspector" shall refer to the State of Washington Department of Transportation's employee designated to the Project.

Laboratory

The laboratories of the Contracting Agency, or other laboratories the Contracting Agency authorizes to test Work, soils, and materials. "Laboratory" shall refer to the State of Washington Department of Transportation's Material Laboratory.

Project Engineer

The Engineer's representative who directly supervises the engineering and administration of a construction project. "Project Engineer" shall refer to the State of Washington Department of Transportation's employee designated to the Project.

Section 1-01.3 is supplemented with the following:

(*****)

All references to "final contract voucher certification" shall be interpreted to mean the final payment form established by the Contracting Agency.

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

Additive

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

Alternate

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

Alternative Dispute Resolution

A method of resolving disputes other than arbitration or litigation.

Business Day

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

Contract Time

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

Construction Manager

The individual or firm responsible for providing administration, management and related services as required to coordinate the Project, coordinate the Contractors and provide other services identified in the Contract Documents. "Construction Manager" refers to the Tulalip Tribes as represented by the Tulalip Tribes' Project Manager.

Indian / Native American

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

Liquidated Damages

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

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 Tribes Representative, through the Engineer, 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".

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 overall employment and contract activities within the Nation's jurisdiction and the term shall be so interpreted by the Commission and the Courts.

Tribal Preference

This 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 of Washington

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

Tulalip Tribes

See Tulalip Tribes of Washington.

Tulalip Tribes' Project Manager

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

Unit Price

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

Veteran

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

Warranty

Legally enforceable assurance of the quality and performance of materials and equipment.

Waters of the Tribes

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

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

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

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

Work

The construction and services required by the Contract Documents, to include all labor, materials, equipment and services performed or provided by the Contractor for the Project.

1-02 BID PROCEDURES AND CONDITIONS**1-02.2 Plans and Specifications**

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

1-02.4 Examination of Plans, Specifications, and Site of Work**1-02.4(1) General**

(August 15, 2016 APWA GSP Option B)

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

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

1-02.5 Proposal Forms

Section 1-02.5 is deleted in its entirety.

1-02.6 Preparation of Proposal

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

(*****)

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

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

(*****)

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

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

1-02.7 Bid Deposit

Section 1-02.7 is deleted in its entirety.

1-02.9 Delivery of Proposal

Section 1-02.9 is deleted in its entirety.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Section 1-02.10 is deleted in its entirety.

1-02.11 Combination and Multiple Proposals

Section 1-02.11 is deleted in its entirety.

1-02.12 Public Opening of Proposals

Section 1-02.12 is deleted in its entirety.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain a Tulalip Tribes Business License to do business on the Tulalip Indian Reservation.

7. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Section 1-03.1 is deleted in its entirety.

1-03.2 Award of Contract

Section 1-03.2 is deleted in its entirety.

1-03.3 Execution of Contract

Section 1-03.3 is deleted in its entirety.

1-03.4 Contract Bond

Section 1-03.4 is deleted in its entirety.

1-03.5 Failure to Execute Contract

Section 1-03.5 is deleted in its entirety.

1-03.6 Return of Bid Deposit

Section 1-03.6 is deleted in its entirety.

1-03.7 Judicial Review

Section 1-03.7 is deleted in its entirety.

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

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

(*****)

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

1. Addenda.
2. Proposal Form.

3. General Provisions.
4. Special Provisions, including APWA General Special Provisions, if they are included.
5. Contract Plans.
6. Amendments to the Standard Specifications.
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
8. Snohomish County Engineering Design and Development Standards.
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

1-04.4(1) Minor Changes

Revise the first paragraph of Section 1-04.4(1) to read:

(*****)

Payments or credits for changes may be made under the Bid Item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

1-04.6 Variation in Estimated Quantities

Replace Section 1-04.6 with the following:

(*****)

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Replace Section 1-05.4 with the following:

(*****)

The Contractor shall be responsible for all survey related work that is necessary for establishing the locations of existing traffic markings that will be replaced. The owner will not provide any survey information for this project. The Contractor shall document the existing traffic markings for their use in spotting/locating new traffic markings to ensure that the markings are restored in the locations as they are today unless otherwise shown in the Contract Plans or as directed by the Owner.

No payment will be made for survey related work and any cost associated shall be included in the other bid items included in the proposal.

1-05.7 Removal of Defective and Unauthorized Work

Supplement Section 1-05.7 with the following:

(October 1, 2005 APWA GSP)

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

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

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

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

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

1-05.11 Final Inspection

Delete Section 1-05.11 and replace it with the following:

(October 1, 2005 APWA GSP)

1-05.11 Final Inspections and Operational Testing

New Section

1-05.11(1) Substantial Completion Date

New Section

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

Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

New Section

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

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

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

(*****)

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

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

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

Section 1-07.1 is supplemented with the following:

(*****)

Indian Preference and Tribal Ordinances

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

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

The Tulalip Tribes of Washington has the sovereign authority over the lands of the Tulalip Indian Reservation and has the authority to enact and enforce its laws, ordinances, codes,

and regulations. The Contractor shall comply and cooperate with the Tribes and its representatives. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

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

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

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 portion of the work of the subcontract that the Tulalip Tribal Member NAOB or NAOB is performing in a commercially useful function with its own forces.
5. Continue to count the work subcontracted to a decertified Tulalip Tribal-owned or Indian-owned enterprise or organization after decertification, provided the prime contractor had a subcontract in force before the decertification and the prime contractor's actions did not influence the Tulalip Tribal-owned or Indian-owned enterprise's or organization's decertification.

Commercially Useful Function

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

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

Trucking

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

1. The Tulalip Tribal Member NAOB or NAOB must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.
2. The Tulalip Tribal Member NAOB or NAOB must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the contract.

3. The Tulalip Tribal Member NAOB or NAOB receives credit only for the total value of the transportation services it provides on the contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.
4. For purposes of this paragraph, a lease must indicate that the Tulalip Tribal-owned or Indian-owned enterprise or organization has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the Tulalip Tribal Member NAOB or NAOB, so long as the lease gives the Tulalip Tribal Member NAOB or NAOB absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the Tulalip Tribal Member NAOB or NAOB.
5. The Tulalip Tribal Member NAOB or NAOB may lease trucks from another Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is certified as a Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from another Tulalip Tribal Member NAOB or NAOB or employs a Tulalip Tribal Member NAOB or NAOB owner-operator receives credit for the total value of the transportation services the lessee Tulalip Tribal Member NAOB or NAOB provides on the contract.
6. The Tulalip Tribal Member NAOB or NAOB may also lease trucks from a non-Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is a non-Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from a non-Tulalip Tribal Member NAOB or NAOB or employs a non-Tulalip Tribal Member NAOB or NAOB owner-operator is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The Tulalip Tribal Member NAOB or NAOB does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a Tulalip Tribal Member NAOB or NAOB.
7. In any lease or owner-operator situation, as described in paragraphs 5 and 6 above, the following rules shall apply:
 - A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the beginning of the work. The agreement must show the lessor's name, trucks to be leased, and agreed-upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.
 - Only the vehicle (not the operator) is leased or rented. Does not apply to owner-operator arrangements.
8. In order for Tulalip Tribal Member NAOB or NAOB project requirements to be credited, Tulalip Tribal Member NAOB or NAOB trucking firms must be covered by a subcontract or a written agreement approved by the Contracting Agency prior to performing its portion of the work.

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

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

Manufacturer

1. Counting

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

2. Definition

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

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

Regular Dealer

1. Counting

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

2. Definition

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

- b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

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

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

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

Eligibility

To be eligible for award of the contract, the bidder must properly complete and submit the List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and the List of NAOB Subcontractor(s) and or Supplier(s) which have been made a part of the bidder's Bid Proposal Form. The above named lists contained in Section IV of the Bid Proposal Form will be used by the Contracting Agency in determining whether the bidder's bid proposal satisfies the Tulalip Tribal Member NAOB and NAOB requirements.

For each Tulalip Tribal Member NAOB and NAOB described in the Bid Proposal Form Section IV – List of Lower-Tiered Subcontractor(s) and or Supplier(s), the bidder shall state the project role and work item in which that Tulalip Tribal Member NAOB or NAOB

will participate. A general description of the work to be performed by the Tulalip Tribal Member NAOB or NAOB shall be included. If a Tulalip Tribal Member NAOB or NAOB will perform a partial item of work, the bidder shall also include a dollar amount for each partial item of work. The bidder shall also include a dollar amount for each Tulalip Tribal Member NAOB or NAOB listed in Section IV that will be applied towards meeting or exceeding the assigned Tulalip Tribal Member NAOB and NAOB contract requirements.

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

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

Procedures Between Award and Execution

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

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

1. Additional information for all successful Tulalip Tribal Member NAOB and NAOB as shown on the List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and the List of NAOB Subcontractor(s) and or Supplier(s) included in Section IV of the Bid Proposal Form:
 - Correct business name, federal employee identification number (if available), and mailing address.
 - List of all bid items assigned to each successful Tulalip Tribal Member NAOB, or NAOB, including unit prices and extensions.
 - Description of partial items (if any) to be sublet to each successful Tulalip Tribal Member NAOB or NAOB specifying the distinct elements of work under each item to be performed by the Tulalip Tribal Member NAOB or NAOB and including the dollar value of the Tulalip Tribal Member NAOB or NAOB.
 - Submit evidence of certification issued by the Tulalip TERO Offices for the Tulalip Tribal Member NAOB or NAOB.

Total amounts shown for each Tulalip Tribal Member NAOB and NAOB shall not be less than the amount shown on the Bid Proposal Form Section IV. This submittal, showing the Tulalip Tribal Member NAOB and NAOB 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 List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and the List of NAOB Subcontractor(s) and or Supplier(s) included in Section IV of the Bid Proposal Form or that demonstrates a lesser amount of Tulalip Tribal Member NAOB or NAOB participation than that included in the Certification will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.

Procedures After Execution

Reporting

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

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

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 subsections, 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). A majority of 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. For that portion of the project, this is not within the exterior boundaries of The Tulalip Indian Reservation certain Washington State Taxes will apply.

The work on this contract is to be performed in Indian Country for an Indian Tribe and such work is exempt from State Sales and Use Tax and upon lands whose ownership may obligate the Contractor to pay State Sales Tax and other taxes on portions of the project work as follows:

1. The provisions of WAC 458-20-192(5)(a)(ii) apply to the following listed portions of the project:

The areas within the Tulalip Indian Reservation Boundary (all land west of Section line 8, 9.) are exempt from State Sales and Use Taxes. Certain B&O taxes are exempt also. Bidders shall consult with the State Department of Revenue regarding the potential tax liability.

2. The Contractor may be required to pay State Sales Tax and other taxes outside of the Tulalip Tribes Reservation portions of the project:

The areas outside of the Tulalip Indian Reservation Boundary (all land east of Section line 8, 9.) may be subject to State Sales and Use Taxes. Certain B&O taxes are exempt also. Bidders shall consult with the State Department of Revenue regarding the potential tax liability.

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.

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

1-07.3 Fire Prevention and Merchantable Timber Requirements

1-07.3(1) Fire Prevention Control and Countermeasures Plan

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

(*****)

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

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

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(*****)

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

The Contractor shall obtain necessary traffic control permits prior to starting work. No separate payment will be made for permit fees or the preparation of project-specific traffic control plans.

All costs necessary to obtain permits required to complete the work shall be incidental to the bid items included in the proposal.

1-07.11 Requirements for Nondiscrimination

1-07.11(2) Contractual Requirements

1-07.11(2)A Equal Employment Opportunity (EEO) Responsibilities

Under the heading "Title VI Responsibilities" of Section 1-07.11(2)A, items 4, 5, and 6 in the first paragraph are revised to read:

(*****)

4. Information and Reports – The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by The Tulalip Tribes to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the

Contractor shall so certify to The Tulalip Tribes as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance – In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, The Tulalip Tribes shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions – The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any Subcontractor or procurement as The Tulalip Tribes may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request The Tulalip Tribes to enter into such litigation to protect the interest of The Tulalip Tribes.

1-07.11(10) Records and Reports

1-07.11(10)B Required Records and Retention

The first paragraph of Section 1-07.11(10)B is revised to read:

(*****)

All records must be retained by the Contractor for a period of 3 years following acceptance of the Contract Work. All records shall be available at reasonable times and places for inspection by authorized representatives of either The Tulalip Tribes.

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(*****)

Indian Preference and Tribal Ordinances

This project is located on the Tulalip Indian Reservation. It is the Contractor’s responsibility to contact the person and/or office listed in this special provision to determine whether any tribal laws or taxes apply. If the tribal laws and taxes do apply, the Contractor shall comply with them in accordance with Section 1-07.1.

Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance

plan and/or employee registration requirements. Every tribe is different and each may be willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should contact ***the Tulalip Tribes***.

The state recognizes the sovereign authority of the tribe and supports the tribe's efforts to enforce its rightful and legal ordinances and expects the Contractor to comply and cooperate with the tribe. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

Although Indian preference cannot be compelled or mandated by the Contracting Agency, there is no limitation whereby voluntary Contractor or Subcontractor initiated preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:

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

1-07.14 Responsibility for Damage

Section 1-07.14 is revised to read:

(*****)

The Tulalip Tribes, its Board of Directors, and all officers and employees, will not be responsible in any manner: for any loss or damage that may happen to the Work or any part; for any loss of material or damage to any of the materials or other things used or employed in the performance of Work; for injury to or death of any persons, either workers or the public; or for damage to the public for any cause which might have been prevented by the Contractor, or the workers, or anyone employed by the Contractor.

The Contractor shall be responsible for any liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the Work, or before final acceptance.

Subject to the limitations in this section, and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless The Tulalip Tribes, its Board of Directors from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of Contract regarding the Work, the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, The Tulalip Tribes may retain so much of the money due the Contractor as deemed necessary by

The Tulalip Tribes to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

Subject to the limitations in this section and [RCW 4.24.115](#), the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed, all in the same manner and to the same extent as provided above for the protection of The Tulalip Tribes, its Directors, officers, and employees. The Tulalip Tribes may retain so much of the money due the Contractor as deemed necessary by the Tulalip Tribes to ensure the defense and indemnification obligations of this section pending disposition of suits or claims for damages brought against the county, city, or district.

Pursuant to [RCW 4.24.115](#), if such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur as a result of construction operations.

The Contractor shall exercise all necessary precautions throughout the life of the Project to prevent pollution, erosion, siltation, and damage to property.

The Contracting Agency will forward to the Contractor all claims filed against the Tulalip Tribes according to [RCW 4.92.100](#) that are deemed to have arisen in relation to the Contractor's Work or activities under this Contract, and, in the opinion of the Contracting Agency, are subject to the defense, indemnity, and insurance provisions of the Contract. Claims will be deemed tendered to the Contractor and insurer, who has named The Tulalip Tribes and the State as a named insured or an additional insured under the Contract's insurance provisions, once the claim has been forwarded via certified mail to the Contractor. The Contractor shall be responsible to provide a copy of the claim to the Contractor's designated insurance agent who has obtained/met the Contract's insurance provision requirements.

Within 60 calendar days following the date a claim is sent by the Contracting Agency to the Contractor, the Contractor shall notify the Claimant, The Tulalip Tribes of the following:

- a. Whether the claim is allowed or is denied in whole or in part, and, if so, the specific reasons for the denial of the individual claim, and if not denied in full, when payment has been or will be made to the claimant(s) for the portion of the claim that is allowed, or
- b. If resolution negotiations are continuing. In this event, status updates will be reported no longer than every 60 calendar days until the claim is resolved or a lawsuit is filed.

If the Contractor fails to provide the above notification within 60 calendar days, then the Contractor shall yield to the Contracting Agency sole and exclusive discretion to allow all or part of the claim on behalf of the Contractor, and the **Contractor shall be deemed to have WAIVED any and all defenses, objections, or other avoidances to the Contracting**

Agency's allowance of the claim, or the amount allowed by the Contracting Agency, under common law, constitution, statute, or the Contract and the Contract. If all or part of a claim is allowed, the Contracting Agency will notify the Contractor via certified mail that it has allowed all or part of the claim and make appropriate payments to the claimant(s) with Tribal funds.

Payments of Tribal funds by the Contracting Agency to claimant(s) under this section will be made on behalf of the Contractor and at the expense of the Contractor, and the Contractor shall be unconditionally obligated to reimburse the Contracting Agency for the "total reimbursement amount", which is the sum of the amount paid to the claimant(s), plus all costs incurred by the Contracting Agency in evaluating the circumstances surrounding the claim, the allowance of the claim, the amount due to the claimant, and all other direct and indirect costs for the Contracting Agency's administration and payment of the claim on the Contractor's behalf. The Contracting Agency will be authorized to withhold the total reimbursement amount from amounts due the Contractor, or, if no further payments are to be made to the Contractor under the Contract, the Contractor shall directly reimburse the Contracting Agency for the amounts paid within 30 days of the date notice that the claim was allowed was sent to the Contractor. In the event reimbursement from the Contractor is not received by the Contracting Agency within 30 days, interest shall accrue on the total reimbursement amount owing at the rate of 12 percent per annum calculated at a daily rate from the date the Contractor was notified that the claim was allowed. The Contracting Agency's costs to enforce recovery of these amounts are additive to the amounts owing.

The Contractor specifically assumes all potential liability for actions brought by employees of the Contractor and, solely for the purpose of enforcing the defense and indemnification obligations set forth in [Section 1-07.14](#), the Contractor specifically waives any immunity granted under the State industrial insurance law, [Title 51 RCW](#). This waiver has been mutually negotiated by the parties. The Contractor shall similarly require that each Subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under [Title 51 RCW](#), and assume all liability for actions brought by employees of the Subcontractor.

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.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

*** No utility relocation work is anticipated in this Contract. The Contractor shall be responsible to coordinate with utility providers if necessary to do so. ***

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

*** Snohomish County Public Utilities District (PUD)

210 E Division Street
Arlington, WA 98223
Attn: Nick Fadich
(360) 435-7500

Verizon
OSP Engineering
PO Box 1003
Everett, WA 98200
Attn: Tim Rennick
(425) 263-4034

Tulalip Technology Data Services
8825 Quil Ceda Boulevard, Suite O
Tulalip, WA 98271
Attn: Travis Hill
(360) 716-5128

Tulalip Broadband
8825 Quil Ceda Boulevard, Suite O
Tulalip, WA 98271
Attn: Richard Brown
(360) 716-3277

Puget Sound Energy (Gas)
PO Box 97034
Bellevue, WA 98004
Attn: Jeanne Coleman
(425) 463-6550

Frontier Communications
1800 41st Street
Everett, WA 98201
Attn: Chuck Roberts
(425) 261-8888 ***

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

Section 1-07.23(1) is supplemented with the following:

(January 2, 2012 WSDOT GSP OPT 2)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10*
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

Section 1-07.23(1) is supplemented with the following:

(*****)

Lane closures are subject to the following restrictions:

Permitted work hours shall be 10 p.m. to 6 a.m., Sunday to Thursday, unless otherwise approved by the Owner.

During nonworking hours, the Contractor shall maintain all lanes open to traffic.

During permitted working hours, the Contractor shall maintain all lanes of traffic; EXCEPT turning lanes in accordance with an approved temporary traffic control plan. Detour routes may be required.

If the Engineer determines any permitted lane closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the lane closure hours.

No lane closures will be allowed on a holiday or holiday weekend (including Columbus Day), or after 12:00 p.m. (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday, or Monday are considered a holiday weekend.

Complete closure of the roadway shall not be permitted.

1-07.27 No Waiver of State's Legal Rights

Section 1-07.27, including title, is revised to read:

(*****)

1-07.27 No Waiver of The Tulalip Tribes' Legal Rights

The Tulalip Tribes shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform, in fact, to the Contract. The Tulalip Tribes shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by The Tulalip Tribes, nor any payment for the whole or any part of the Work, nor any extension of time, nor any possession taken by The Tulalip Tribes shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the Contractor. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor and The Tulalip Tribes recognize that the impact of overcharges to The Tulalip Tribes by the Contractor resulting from antitrust law violations by the Contractor's suppliers or Subcontractors adversely affects The Tulalip Tribes rather than the Contractor. Therefore, the Contractor agrees to assign to The Tulalip Tribes any and all claims for such overcharges.

1-08 PROSECUTION AND PROGRESS

Add the following new section and subsections:

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

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

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

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

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

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

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

(*****)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 10:00 p.m. and 6:00 a.m., Sunday through Thursday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 3 working days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.1 Subcontracting

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld

Section 1-08.1(1) is revised to read:

(*****)

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
 - a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation

- c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
- d. Other sanctions as provided by the subcontract or by law under applicable prompt pay statutes.

Conditions

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

1-08.3 Progress Schedule

Section 1-08.3 is supplemented with the following:

(*****)

The Contractor shall submit a construction schedule to the Contracting Agency within 10 calendar days of award of contract. The Contracting Agency will have the right to review the schedule, and must approve the schedule prior to issuing Notice to Proceed.

The weekly schedule updates shall clearly identify the critical path items of the work.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

Section 1-08.4 is supplemented with the following:

(*****)

Construction Coordination Meetings

The Contracting Agency or its authorized representative will schedule and administer construction coordination meetings on a weekly basis with the Engineer, Contractor, subcontractors, and other interested parties. The Contractor shall actively and regularly prepare for, attend, and participate in these meetings throughout the duration of the project until Contract Completion. The purpose of these meetings is to coordinate and facilitate communication between the parties to facilitate the performance of the respective responsibilities and the successful completion of the project.

The Contracting Agency will establish the weekly meeting times, dates and location with agreement from the Engineer and Contractor.

Project meetings shall be held at a location designated by the Contracting Agency.

The Contracting Agency will make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within 5 working days to participants and those affected by decisions made at meetings.

Attendance: Contracting Agency, Engineer, Contractor's Project Manager, and Project Superintendent all as appropriate to address agenda topics for each meeting. Major subcontractors and suppliers shall attend when requested by the Contracting Agency, Engineer, or Contractor.

The specific administrative and procedural requirements for project meetings including but not limited to Safety, RFI Status, Contract Submittals, Materials Submittals, RFPs, Field Directives, Change Orders, project schedule, and 2-week look ahead, Working Days, Critical path items, Contract compliance, Pay applications, and open discussion.

Safety

All parties agree that they are responsible for compliance with all tribal, local, and federal laws, regulations, and standards that pertain to safety, as those laws, regulations, and standards apply to its employees. All parties recognize that the responsibility for employee safety rests with each employer respectively. Each contractor (prime or sub) shall be responsible for the safety of its own employees. The Contracting Agency accepts no responsibility for, nor will it provide any safety consultation, monitoring, or enforcement to any contractor on the site concerning the safety of contractor's employees. Any safety equipment needed on the job, including but not limited to, PPE, shall be furnished by each contractor for its employees.

The Contracting Agency will regard safety on this project to be of the utmost importance. Under no conditions shall safety requirements be waived for the sake of cost, schedule, or convenience. SAFETY MAY BE USED AS CRITERIA FOR APPROVAL OF PAY APPLICATIONS. Unsafe conditions, lack of proper and/or untimely documentation and submittals, and lack of adherence to safety rules and requirements will not be tolerated.

Each contractor, AS A MINIMUM, shall follow all tribal, local, and federal laws regarding worker safety. This shall include all requirements of OSHA and referenced standards therein included.

The Contracting Agency may, at various times, request voluntary OSHA inspections. Each contractor shall immediately correct and respond to any violations in writing to the Contracting Agency, and to the appropriate agency.

Indiscriminate accumulations of debris, waste, or scrap in work areas will not be permitted. (Areas must be designated for storage or disposal.) All materials, tools, and equipment must be stored in an orderly manner in designated areas.

Safety Program

- A. Contractor shall submit, within 10 days of Notice to Proceed, a copy of its company safety program including jobsite-specific safety plans. This program shall incorporate all lower-tier subcontractor safety information or separate policies shall be submitted for all lower-tier subcontractors used on the project. This safety policy shall conform to all OSHA requirements and shall include as follows:
- B. A Hazard Communications Program, including site specific Materials Safety Data Sheets (MSDS) for all chemicals used by Contractor and its subcontractors.
 - 1. Provisions for continual training of all on-site employees. This shall be done by holding weekly safety toolbox talks, documented by signed attendance sheets with safety topic submitted to the Contracting Agency at each weekly project meeting.
 - 2. Weekly jobsite safety inspections shall be completed by each Contractor.
 - 3. Designation and continual training of competent persons for the project.
 - 4. Contractor shall provide services of a competent safety person (as defined by OSHA) for the project to inspect the project for safety hazards related to their Work. The safety person should not be one of the superintendents dedicated to this Project; however, the safety person shall be on-site whenever Work is being performed by Contractor. The safety person shall attend the Project coordination meetings.
 - 5. Contractor, with assistance from all contractors' safety persons, shall perform a monthly total Project safety audit conducted by a company safety officer or independent consultant of the Contractor. Results of the safety audit shall be submitted to the Contracting Agency and distributed to all contractors the same day the audit is conducted by Contractor. If a contractor does not immediately address any observed or noted safety concern, Contractor's company safety officer or independent consultant shall contact the Owner, through the Contracting Agency. Contractor's company safety officer or independent consultant, with assistance from Contractor's competent safety person, shall record all accidents for the Project and report their findings to the Owner, through the Contracting Agency.
 - 6. Provisions for enforcement of the safety policies by Site Foreman, Superintendent, and/or Project Manager.

7. Documentation that each on-site employee has been trained in general safety and has been informed of the location of the Safety Program, Haz-Com Program, and Emergency procedures on this project.

Submittals

- A. Company safety programs, as described above, shall be submitted to the Contracting Agency within ten days of Notice to Proceed or Letter of Intent to Award. Additions to the program, such as documentation of training as new employees arrive at the site, shall be forwarded to the Contracting Agency. All contractor Safety Programs, and Haz-Com Programs, with MSDS Sheets, will be kept in one central location within the Contractor's office throughout the duration of the project.
- B. Contractor is required to conduct and all employees are required to attend a "Tool Box" type safety meeting once a week. These meetings may either be presided over by Contractor's foreman or another competent representative designated by Contractor. The Contracting Agency's personnel are available to participate in these safety meetings.

Contractor will be responsible to submit WEEKLY tool box safety meeting minutes to the Contracting Agency while Contractor has employees on-site.

- C. All weekly inspections will be documented by Contractor and submitted to the Owner, through the Contracting Agency. Contractor shall immediately correct all deficiencies and submit a list of corrective actions within 1 working day, or sooner if required, of safety inspection.
- D. Subject-specific daily and/or weekly inspections by Contractor, including temporary electric, crane, or other work activities as required, shall be timely submitted to the Owner through the Contracting Agency.

Training

- A. Contractor shall ensure that employee designated as Project Competent Person has been fully trained for this task and has the full authority to take corrective action when required.
- B. Contractor shall provide continual training to Project Competent Person, Superintendent, and Foreman as required by Tribal or OSHA standards.
- C. The Contracting Agency may recommend General Safety Topics to enable Contractor's supervising personnel to train employees if a Contractor requests such assistance.

1-08.5 Time for Completion (November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

Section 1-08.5 is supplemented with the following:

(*****)

This project shall be physically completed within 25 working days.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement of Quantities

Section 1-09.1 is supplemented with the following:

(*****)

Bid items that are to be measured by the "Ton" will be measured as follows:

1. Quantities shall be based on certified truck tickets signed by the driver and collected by the Project Inspector daily at the time and place of delivery. Loads of material for which a certified weight ticket has not been given to the Project Inspector shall not be paid for.
2. It will be the Contractor's responsibility to see that a ticket is given to the Project Inspector for each truckload of material delivered. Tally tickets shall be prepared to accompany each truckload of material delivered to the project. The tickets shall bear at least the following information:
 - a. Truck number.
 - b. Quantity delivered in cubic yards and tons.
 - c. Driver's name and date of delivery.
 - d. Location of delivery by job name and street name.
 - e. Place for receipting by the Project Inspector.
 - f. Type of material delivered.
3. Tickets shall be given to the Project Inspector on a daily basis. Tickets will only be accepted on the date the material is delivered. Tickets will not be accepted at a later date unless prior agreements have been made.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.7 Mobilization

Delete Section 1-09.7 and replace with the following:

(*****)

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor. Costs for mobilization will not be measured. The costs for mobilization shall be included in the bid items included in the proposal.

1-09.9 Payments

Revise the first paragraph of Section 1-09.9 to read:

(*****)

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. For items Bid as lump sum, with a bid price of more than or equal to \$10,000, the Contractor shall submit a breakdown of the lump sum price in sufficient detail for the Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Engineer no later than the date of the preconstruction conference.

Delete the third paragraph and replace it with the following:

(*****)

Progress payments for completed work will be based upon progress estimates prepared by the Contractor. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made no later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

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

1. Unit Price Items in the Bid Form – the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form – partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer's determination of the amount of Work performed, with consideration given to, but not exclusively based on, the Contractor's lump sum breakdown for that item.
3. Change Orders – entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1);
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

1-09.11 Disputes and Claims
(September 3, 2019 WSDOT Mandatory GSP)

Sections 1-09.11 through 1-09.11(1)B are replaced with the following:

When protests occur during a Contract, the Contractor shall pursue resolution through the Engineer in accordance with Section 1-04.5. Unless noted otherwise in the specifications, compliance with all the requirements of Section 1-04.5 is a condition precedent to initiating any action pursuant to these Special Provisions.

If the negotiations using the procedures outlined in Section 1-04.5 fail to provide satisfactory resolution of the protest, then the Contractor shall provide the Engineer with written notification of dispute stating that the Contractor will continue to pursue the dispute in accordance with the provisions of these Special Provisions. The written notification of dispute shall be provided within 14 calendar days after receipt of the Engineer's written determination that the Contractor's protest is invalid pursuant to Section 1-04.5. Should the Contractor not provide written notification of dispute within the designated time period, the Contractor shall be deemed to have waived any right to pursue the protest further and the matter shall be considered resolved.

When the Proposal Form includes the Bid item "Disputes Review Board", unresolved protests shall be subject to the **Disputes Review Board** subsection of this Special Provision. Either party, Engineer or Contractor, may refer a matter in dispute to the Disputes Review Board. Compliance with the requirements of the **Disputes Review Board** subsection of this Special Provision is a condition precedent to any further right of the Contractor to pursue the dispute either by certified claim or litigation/arbitration.

When the Proposal Form does not include the Bid item "Disputes Review Board", the Contractor's written notification of dispute shall indicate whether the Contractor is requesting to resolve the dispute through the use of a Disputes Review Board as outlined in the **Disputes Review Board** section of this Special Provision, or will submit a formal certified claim directly to the Engineer pursuant to Section 1-09.11(2). If the Contractor requests a Disputes Review Board, the Engineer will notify the Contractor in writing within 7 calendar days of receipt of the request whether the request is acceptable. If both parties to the dispute agree to use a Disputes Review Board, then a pay item "Disputes Review Board" will be added to the Contract by change order and the dispute will be subject to the provisions of the **Disputes Review Board** subsection of this Special Provision. If the parties do not agree to establish a Disputes Review Board or the Contractor does not request a Disputes Review Board in its written notification of dispute, the Contractor shall comply with the provisions of Section 1-09.11(2).

Regardless of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

Disputes Review Board

The procedures set forth in these Special Provisions shall only apply when the Contract includes the pay item "Disputes Review Board".

Disputes Review Board – General

In order to assist in the resolution of dispute(s) between the Contracting Agency and the Contractor arising out of the work of this Contract, a Disputes Review Board, hereinafter called the "Board", will consider disputes referred to it and furnish written recommendations to the Contracting Agency and Contractor to assist in resolution of the dispute(s). The purpose of the Board response to such issues is to provide nonbinding findings and recommendations designed to expose the disputing parties to an independent view of the dispute.

Disputes Eligible for Consideration by the Disputes Review Board

The Board shall consider and provide written recommendations concerning the following disputes:

1. Interpretation of the Contract.
2. Entitlement to additional compensation and/or time for completion.
3. Other subjects mutually agreed by the Contracting Agency and Contractor to be a Board issue.

Board Member Qualifications

The following definitions apply for the purpose of setting forth experience and disclosure requirements for Board members.

Financial ties - any ownership interest, loans, receivables or payables.

Party directly involved - The Contracting Agency or Contractor of this Contract.

Party indirectly involved - The firms associated with the Contractor on this Contract, including joint venture partners, subcontractors of any tier, and suppliers; and firms associated with the Contractor or the Contracting Agency on this Contract, such as designers, architects, engineers, or other professional service firms or consultants.

The Board members shall:

1. Be experienced in the interpretation of construction contract documents.
2. Have attended training by the Dispute Resolution Board Foundation in dispute resolution within the last five years.
3. Be experienced in construction Contract dispute resolution for an owner or Contractor at the level of having responsibility and authority to settle disputes.
4. Be able to discharge their responsibilities impartially and independently, considering the facts and conditions related to the matters under consideration in strict compliance with the provisions of the Contract.
5. Not be a current employee of any party directly or indirectly involved.

6. Not have been an employee of any party directly or indirectly involved with the Project within a period of one year of the Contract Execution date.
7. Not have a financial interest in the Contract except for payments for services on the Board.

Board Member Ongoing Responsibilities

While serving on the Disputes Review Board on this project:

1. Board members shall not participate in any discussion contemplating the creation of an agreement or making an agreement with any party directly or indirectly involved in the Contract regarding employment or fee-based consulting services, or any other business arrangement after the Contract is completed.
2. Board members shall not officially give any advice to either party. The individual members will act in a completely independent manner and will have no consulting or business connections with either party, except for payments for services on the Board.
3. During routine meetings of the Board as well as during formal hearings, Board members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of Board members expressed in private sessions with other Board members should be kept strictly confidential.
4. The Board shall comply with the terms of the Contract and enforce such terms consistent with the laws of the State of Washington. Board members shall not supplant or otherwise interfere with the respective rights, authorities, duties and obligations of the parties as defined in the Contract. In making its recommendations, the Board shall not make a recommendation that ignores, disregards, or undermines the intention, requirements, or allocation of risk, established by the Contract.
5. Throughout the life of the Contract, if Board members become aware of potential conflicts of interest, they shall be disclosed to the parties immediately.

Establishment of the Board

The Contracting Agency and Contractor shall meet prior to the start of Contract time to jointly select three Board nominees. If the pay item, "Disputes Review Board" is added by change order, the Contracting Agency and Contractor shall meet to select Board nominees after the change order is processed.

The Contracting Agency and the Contractor shall provide to the Board nominees a list of the firms directly and indirectly involved with the Project, including, but not limited to designers, architects, engineers, professional service firms, consultants, JV partners, subcontractors and suppliers, along with a listing of key personnel of each.

Board nominees shall provide to the Contractor and Contracting Agency the following information within 21 calendar days of nomination. Board nominees that are included

on the Washington State Department of Transportation "Statewide Prequalified DRB Candidate Roster" will not be required to submit resumes.

1. Resume showing:
 - a. Full name and contact information
 - b. Experience qualifying the person as a Board member as outlined in the **Board Member Qualifications** subsection of this Special Provision.
 - c. Previous Board participation, if any. List each Board assignment separately, indicating the name and location of the project, approximate dates of Board service, name of Contracting Agency, name of Contractor, names of the other Board members and the approximate number of disputes heard. When previous Board experience is extensive, the list may be truncated at the prospective Board member's discretion.
2. Disclosure statement addressing the following:
 - a. Previous or current direct employment by one of the parties directly or indirectly involved.
 - b. Previous or current engagement as a consultant to any party directly or indirectly involved - by the prospective Board member or by the firm to which the prospective Board member is directly employed.
 - c. Previous, current, or future financial ties to any of the parties directly or indirectly involved.
 - d. Previous or current personal or professional relationships with a key member of any party directly or indirectly involved.
 - e. Previous and current service as a Board member on projects where any of the parties directly or indirectly involved in this Contract were also involved.
 - f. Any prior involvement in this project.

Within 14 calendar days of receiving the resumes and disclosure statements from the Board nominees, the Contracting Agency and the Contractor shall review and jointly agree on the final selection of the three members to serve on the Board. In the event that any of the three nominees are not acceptable to either party, the process shall be repeated until all positions are filled.

The Contracting Agency, the Contractor, and the Board shall execute the Three-Party Agreement not later than the first Board meeting. The Three-Party Agreement form (WSDOT Form 134-091) is available online at WSDOT Electronic Forms webpage.

The Board shall determine and notify the parties which Board member will act as the Board chair.

Disputes Review Board Candidates

The qualifications of some potential Board members have been reviewed and deemed potentially acceptable by the Washington State Department of Transportation (WSDOT). This list of potential Board members, Statewide Prequalified DRB Candidate Roster, is available from the WSDOT Headquarters Construction Office website at <https://www.wsdot.wa.gov/business/construction/>

dispute-review-boards. Either party may propose a Board nominee that is not on the WSDOT list. In either case, Board nominees must comply with the requirements of the **Board Member Qualifications, Board Member Ongoing Responsibilities, and Establishment of the Board** subsection of this Special Provision, and every Board member must be deemed acceptable by both the Contracting Agency and the Contractor.

Replacement or Termination of a Board Member

Procedures for terminating Board members are defined in The Three-Party Agreement.

Disputes Review Board Procedures – General

The Board, Contracting Agency, and Contractor may mutually develop rules of operation of the Board that supplement the Three-Party Agreement. Such supplemental rules must be in writing and accepted by the Board, Contracting Agency, and Contractor.

The Board members shall act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by the Contracting Agency or the Contractor and that the recommendations concerning any such dispute are advisory.

The Contracting Agency and the Contractor shall furnish to the Board documents in accordance with the Three-Party Agreement.

Regular Disputes Review Board Meetings

All regular Board meetings will be held at or near the job site. The frequency of regular meetings will be set by mutual agreement of the Board, the Contracting Agency and the Contractor. Each regular meeting is expected to consist of a round table discussion and a field inspection of the project site. A member of the Contracting Agency and Contractor are expected to jointly facilitate the round table discussion. Round table discussion attendees are expected to include selected personnel from the Contracting Agency and the Contractor. The agenda for each meeting will be managed by the Board.

Standard Procedure for Consideration of Disputes

Dispute Referral

Disputes shall be referred in writing to the Board chair with a copy concurrently provided to the other Board members and the other party.

1. The dispute referral shall concisely define the nature and specifics of the dispute that is proposed to be considered by the Board and the scope of the recommendation requested. This referral is not expected to contain a mutually agreed upon statement of the dispute.
2. The Board chair shall confer with the parties to establish a briefing schedule for delivering prehearing submittals/rebuttals, and a date, time, and location for convening the Board for a hearing.

Pre-Hearing Submittal

1. The Contracting Agency and the Contractor shall each prepare a pre-hearing submittal and transmit both a hard copy and an electronic copy of it to all three members of the Board and the other party. The pre-hearing submittal, comprising a position paper with such backup data as is referenced in the position paper, shall be tabbed, indexed, and the pages consecutively numbered.
2. Both position papers shall, at a minimum, contain the following:
 - a. A mutually agreed upon joint statement of the dispute and the scope of the desired report being requested of the Board, placed at the beginning of the papers. The language of this joint statement shall summarize in a few sentences the nature of the dispute. If the parties are unable to agree on the wording of the joint statement of dispute, each party's position paper shall contain both statements, and identify the party authoring each statement.
 - b. The basis and justification for the party's position, with reference to Contract language and other supporting documents for each element of the dispute. In order to minimize duplication and repetitiveness, the parties may identify a common set of documents that will be referred to by both parties, and submit them in a separate package.
3. If requested by the Board or either party, the Contracting Agency and the Contractor shall each prepare and submit a rebuttal paper in response the position paper of the other party.
4. The number of copies, distribution requirements, and time for submittal will be established by the Board and communicated to the parties by the Board chair.

Disputes Review Board Hearing

1. The Contracting Agency will arrange for or provide hearing facilities at or near the project site.
2. Attendance:
 - a. The Contracting Agency and the Contractor will have a representative at all hearings.
 - b. The Contracting Agency and Contractor shall both limit attendance at the hearing to personnel directly involved in the dispute and participants in the good-faith negotiations that were conducted prior to submittal to the Board except as noted elsewhere in this section.
 - c. At least 14 calendar days before the hearing, each party shall provide a list of proposed attendees to the Board and to the other party. In the event of any disagreement, the Board shall make the final determination as to who attends the hearing.
 - d. Attorneys shall not attend hearings except as follows:
 - i. Attorneys are identified as such on the list of proposed attendees;
 - ii. All parties desiring their attorney present are able to do so.

- iii. Attorneys shall not participate in the hearing, unless the scope and extent of Attorney participation is mutually agreed to by the Contracting Agency, Contractor and the Board at least 7 calendar days before the hearing.
 - e. For hearings regarding disputes involving a Subcontractor, the Contractor shall require and ensure that each Subcontractor involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the Subcontractor disputes.
- 3. A party furnishing written evidence or documentation of any kind to the Board must furnish copies of such information to the other party and the Board a minimum of 21 calendar days prior to the date the Board sets to convene the hearing for the dispute, unless otherwise mutually agreed to by the parties and the Board. Either party shall produce such additional evidence as the Board may deem necessary and furnish copies to the other party prior to submittal to the Board.
- 4. The conduct of the hearing shall be established by the Board and be generally consistent with the following guidelines:
 - a. The party who referred the dispute to the Board shall present first, followed by the other party.
 - b. To assure each party a full and adequate opportunity to present their position, both parties shall be allowed successive rebuttals and to rebut the opposing party's position until, in the Board's opinion, all aspects of the dispute have been fully and fairly covered.
 - c. The Board shall be fully prepared to, and may at any time, ask questions, request clarifications, or ask for additional data, documents, and/or job records.
 - d. Either party may request that the Board direct a question to, or request a clarification from the other party. The Board shall determine at what point in the proceedings such requests may be made and if they will be granted. In general, the Board will not allow one party to be questioned directly by the other party.
 - e. In difficult or complex cases, additional hearings may be necessary to facilitate full consideration and understanding of the dispute.
 - f. The Board, in its discretion, may allow introduction of arguments, exhibits, handouts, or documentary evidence that were not included in that party's prehearing position paper or rebuttal and have not been previously submitted to the other party. In such cases the other party will be granted time to review and prepare a rebuttal to the new material, which may require a continuation of the hearing.
- 5. After the hearing is concluded, the Board shall meet in private and reach a conclusion supported by two or more members. Its findings and recommendations, together with its reasons shall then be submitted as a written report to both parties. The recommendations shall be based on the pertinent Contract provisions, facts, and circumstances involved in the dispute.

The Contract shall be interpreted and construed in accordance with the laws of the State of Washington.

Failure to Prepare a Pre-Hearing Submittal or Attend a Hearing

In the event that either party fails to deliver a pre-hearing submittal by the date established by the Board, the Board shall, at its discretion, determine whether the hearing shall proceed as originally scheduled, or allow additional time for the submittal and/or reschedule the hearing. On the final date and time established for the hearing, the Board shall proceed with the hearing utilizing the information that has been submitted.

In the event that representatives of either the Contracting Agency or the Contractor fail to appear at the appointed time of a hearing, the Board shall postpone the hearing until such time as representatives from both parties are available to proceed with the hearing.

Use of Outside Experts

1. By the Contracting Agency or the Contractor:

- a. A party intending to offer an outside expert's analysis at the hearing shall notify the other party and the Board in writing no less than 30 calendar days prior to the due date for delivering the pre-hearing submittal, and provide the following disclosure:
 - i. The expert's name and a general statement of the area of the dispute that will be covered by his or her testimony.
 - ii. A statement prepared by the proposed expert which addresses the requirements of the Establishment of the Board subsection of this Special Provision, item 2.
 - iii. A statement prepared by the proposed expert which identifies the experience and training which qualifies them as an expert.
- b. Upon receipt of the disclosure, the other party shall have the opportunity to secure the services of an outside expert to address or respond to those issues that may be raised by the other party's outside expert. The notification and disclosure requirement shall be the same as that specified elsewhere in this section, except the time requirement is 21 calendar days.

2. By the Board:

- a. When requested by the Board and subject to approval of the parties, outside experts may be needed to assist the Board. In such cases, the outside expert shall in no way be deemed authorized to usurp the Board's authority to issue the Board recommendations. Such authority shall remain vested solely in the Board.
- b. Prior to arranging for outside experts, the Board shall obtain prior approval from the Contracting Agency and the Contractor by providing:
 - i. A statement explaining why the expert assistance is needed.
 - ii. An estimate of the cost of the expert assistance.

- iii. The expert's name and a general statement of the area of expertise they will provide.
- iv. A statement prepared by the proposed expert which addresses the requirements of the Establishment of the Board subsection of this Special Provision, item 2.
- v. A statement prepared by the proposed expert which identifies the experience and training which qualifies them as an expert.
- vi. A confidentiality statement, consistent with the confidentiality obligations of the Board described in the Three Party Agreement, executed by the proposed expert.

Disputes Review Board Report

The Board's recommendations shall be formalized in a written report signed by all Board members. The recommendations shall be based on the Contract Provisions and the facts and circumstances involved in the dispute. The report should include a description of the dispute, statements of each party's position, findings as to the facts of the dispute, discussion and rationale for the recommendation(s), and the recommendation(s). The report shall be submitted concurrently to the parties, as soon as possible after completion of the hearing as agreed by all parties.

Either party may request clarification of a report within 14 calendar days following receipt of the report. Within a reasonable period of time, the Board shall provide written clarification to both parties. Requests for clarification shall be submitted in writing simultaneously to the Board and the other party.

Either party may request reconsideration of a report, provided:

- 1. The request is made within 14 calendar days following receipt of the report, and
- 2. New information is obtained or developed that was not known at the time of the hearing or, in the party's opinion, the Board misunderstood or failed to consider pertinent facts of the dispute.

Requests for reconsideration shall be submitted in writing simultaneously to the Board and the other party. The Board shall give the party not requesting reconsideration the option of submitting a rebuttal to any information that is the basis of the request for reconsideration. The Board shall provide a written response to the request for reconsideration.

Acceptance of Disputes Review Board Recommendations

Within 30 calendar days of receiving the Board's report, or within 14 calendar days of receiving the Board's written clarification and/or reconsideration, both the Contracting Agency and the Contractor shall respond to the other in writing signifying that the dispute is either resolved or remains unresolved. Although both parties should place weight upon the Board recommendations, the recommendations are not binding.

If the Board's assistance does not lead to resolution of the dispute, the Contractor must file a claim according to Section 1-09.11(2) before seeking any form of judicial relief.

In the event the Board's recommendations do not lead to resolution of the dispute, the Board's recommendation consisting solely of the Board's written report and any written minority reports, along with the Board's written clarifications and written responses to requests for reconsideration, if any, will be admissible in any subsequent dispute resolution proceedings including, but not limited to litigation/arbitration. The aforementioned list of documentation shall be considered all inclusive.

Payment for the Disputes Review Board

The Contracting Agency and Contractor shall share equally in the cost of the Board's services and all operating expenses of the Board. The Board members' compensation shall be in accordance with the Three Party Agreement. After the Contractor and Contracting Agency review invoices from the Board and other operating expenses of the Board, the Contractor shall make full payment for all Board members and Board operating expenses. The Contracting Agency will reimburse the Contractor for fifty percent of such payments, under the pay item "Disputes Review Board".

The Contractor and the Contracting Agency shall equally bear the cost of the services of the outside expert hired to advise the Board. Outside experts hired to advise the Board shall Contract directly with the Contractor after concurrence from the Board and approval from the Contracting Agency. Invoices for these services shall be submitted by the expert to both the Contractor and Contracting Agency for approval by both parties. The Contractor shall pay approved invoices in full, and the Contracting Agency will reimburse the Contractor for fifty percent of such payments, under the Bid item "Disputes Review Board".

The cost for securing outside expert services for the Contracting Agency or the Contractor shall be borne by the party securing such services.

The Contracting Agency will provide administrative services, such as conference facilities and copying services, to the Board and the Contracting Agency will bear the costs for these services.

Indemnification of Disputes Review Board Members

The Contracting Agency and Contractor shall indemnify and hold harmless the Board members from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of and resulting from the actions and recommendations of the Board.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

The first paragraph of Section 1-10.1 is revised as follows:

(*****)

Traffic control plans shall be prepared by the Contractor and submitted to the Owner and when necessary other jurisdictional authorities for review and approval. The Contractor shall provide site-specific traffic control plans for review and approval. Plans shall be submitted for review no more than 14 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines". A minimum of 10 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

- Minimum lane widths provided for vehicular travel.
- Location, legend, and size for all signage.
- Location of flagger stations.
- Lane closure tapers.
- Identification and spacing for traffic control devices.
- Identification of pedestrian access routes.

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 Traffic Control Management

1-10.2(1) General

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

(January 3, 2017 WSDOT GSP, Option 1)

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

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

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

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

1-10.2(2) Traffic Control Plans

The first sentence of Section 1-10.2(2) is replaced with the following:

(*****)

Traffic control plans have not been provided by the Owner. The Contractor shall prepare traffic control plans. Traffic control plans shall be prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of these Special Provisions. Preparation of the Traffic Control Plan shall be included in other items of work contained in the proposal.

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

Section 1-10.4(1) is supplemented with the following:

(*****)

The bid proposal contains the item "Project Temporary Traffic Control," lump sum. No unit items apply.

1-10.5 Payment

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

Section 1-10.5(1) is supplemented with the following:

(*****)

The lump sum bid for "Project Temporary Traffic Control", per lump sum shall also include all costs associated with preparing and, if necessary, obtaining traffic control permits and preparing and receiving approval for the Traffic Control Plans, including all revisions and updates necessary throughout the project duration. No additional payment will be made regardless of the quantity of labor, materials and equipment as necessary to comply with approved permits for traffic control.

END OF DIVISION 1

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DIVISION 2

EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 shall be supplemented with the following:

(March 13, 1995 WSDOT GSP Option 1)

Clearing and grubbing on this project shall be performed within the following limits

“Clearing and grubbing limits” as specified on the Plans.

*(*****)*

Clearing and grubbing shall include the removal and disposal of all trees or vegetation within the project area or as required for installation of the improvements. Such operations shall be limited to only those items that must be removed for the project construction; vegetation and trees not affected by the construction shall not be removed or damaged.

Miscellaneous small items requiring removal have not been shown on the Plans.

2-01.2 Disposal of Usable Material and Debris

2-01.2(2) Disposal Method No. 2 – Waste Site

Section 2-01.2(2) is supplemented with the following:

*(*****)*

No waste site has been provided for the disposal of excess material. All material removed by clearing and grubbing operations shall be disposed of by the Contractor at a legal disposal site obtained by the Contractor meeting the requirements of Section 2-03.3(7)C. All fees shall be borne by the Contractor.

2-01.3 Construction Requirements

Section 2-01.3 is supplemented with the following:

*(*****)*

Tree removal shall include trees noted for removal as identified by the note “Remove Existing Tree” in the Contract Plans.

2-01.4 Measurement

Section 2-01.4 shall be replaced with the following:

*(*****)*

No separate measurement for payment will be made for routine cleanup, but instead routine cleanup will be incidental to the other bid items included in the Contract.

No specific unit of measurement will apply to the lump sum item of "Clearing and Grubbing".

2-01.5 Payment

Section 2-01.5 shall be supplemented with the following:

(*****)
"Clearing and Grubbing", per lump sum.

The lump sum contract price for "Clearing and Grubbing", will be full pay for the costs of all labor, tools, equipment, fees and materials necessary or incidental to perform the clearing, grubbing, and cleanup operations to complete the Work including all disposal fees.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 shall be supplemented with the following:

(*****)
This work shall consist of all work defined under routine cleaning, and removing or relocating items noted in this section of the Special Provisions and shown on the Plans, as well as any other materials not noted and necessary for the construction of this project. The following specific items shall be included under "Removal of Structure and Obstruction":

1. Removing and disposing of existing wheel stops as noted on the Plans and as required for roadway installation.
2. Removing and disposing of existing storm structure as noted on the Plans.
3. Removing and disposing of existing storm pipe as noted on the Plans.

In general, the Contractor shall remove/dispose or abandon existing items that are in conflict with the new improvements, as noted above, and/or shown on the Plans.

This work shall also consist of adjusting water and gas valves to finished grade.

Specific items and materials removed by the Contractor shall remain the property of the Tulalip Tribes. These items are identified on the Plans or within these Special 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(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Section 2-02.3(3) is supplemented with the following:

(*****)
Existing pavement, sidewalk, or curbs shall be saw cut before commencing removal. These items shall be removed as required for the construction, and approved by the Engineer.

Pavement, sidewalk, and curb and gutter thickness, type, and extent may vary throughout the project. Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed. Existing sidewalk or curb and gutter shall be removed in full panel sections and shall be removed or saw cut at expansion/contraction joints only.

Any pavement, sidewalk, or curb and gutter that is damaged, and not designated for removal as shown on the Plans or preapproved by the Contracting Agency, shall be repaired or replaced entirely at the Contractor's expense. The width and location of cuts shall be preapproved by the Engineer before cutting of pavement, sidewalk, or curb and gutter.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement, sidewalk, or curb and gutter "cutting," unless preapproved by the Engineer. However, even if preapproved as a method of cutting, or if the Engineer directs the Contractor to utilize this method of cutting, no payment will be made for this type of work; but rather, it shall be considered incidental to the project, and as such, included in the various unit prices bid in the Proposal.

Removing Cement Conc. Sidewalk includes removal of sidewalk, ramps, concrete stairs, and driveways as shown in the Contract Plans.

Add the following new section:

(*****)

2-02.3(5) Adjust Existing Utility to Grade

New Section

Existing utilities such as monuments, water/gas valves, and meter boxes shall be adjusted to finished grade. The Contractor shall, prior to the beginning of any work, familiarize himself with the existing utility locations. The Contractor shall adjust utilities. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface. Unless otherwise provided for in the Special Provisions and Proposal, costs for adjusting utilities to grade, including coordinating the work with other utilities, shall be incidental to the various items of work and no additional compensation will be allowed.

Existing facilities shall be adjusted to the finished grade as shown on the Plans, as shown on the Contracting Agency's standard plans and as further specified herein. Existing box, ring, grate, and cover shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations. Any damage occurring to the existing utility due to the Contractor's operations, shall be repaired at the Contractor's own expense. All covers and frames shall be thoroughly cleaned. The Contractor shall be responsible for referencing and keeping a record of such references of all manholes, catch basins, monument cases, meter boxes, and valve boxes encountered, and shall submit a copy of these references to the Engineer.

(*****)

2-02.3(7) Install Solid Locking Lid on Existing Catch Basin

New Section

Where shown on the Plans, the Contractor shall install solid locking lids on existing catch basins upon adjustment to finished grade. Solid locking lids being placed on existing catch basins within a sidewalk or walkway shall have slip-resistant lids and slip-resistant frame treated with SlipNOT Grade 3-Coarse as manufactured by W.S. Molnar Co. The existing grates removed by the Contractor shall remain the property of the Tulalip Tribes and be delivered upon installation of the new solid locking lid.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

(*****)

No specific unit of measure will apply to the lump sum item "Removal of Structure and Obstruction".

"Removing Asphalt Conc. Pavement" will be measured per square yard regardless of depth prior to removal. Only asphalt concrete pavement designated for removal on the Plans, or approved by the Engineer, will be measured for payment. Planing bituminous pavement will be measured and paid for under Section 5-04.3(14). "Removing Cement Conc. Sidewalk" will be measured by the square yard regardless of depth.

"Removing Cement Conc. Curb and Gutter" will be measured per linear foot of item removed.

"Adjust Valve Box" will be measured per each.

"Install Solid Locking Lid" will be measured per each.

No separate measurement will be made for saw cutting of any kind.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

(*****)

"Removal of Structure and Obstruction", per lump sum.

The unit contract price for "Removal of Structure and Obstruction" shall be full compensation for all labor, tools, equipment, and materials necessary to remove, haul, and dispose of the material 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 of structures and/or pipes shall be included.

"Removing Asphalt Conc. Pavement", per square yard.

Payment for "Removing Asphalt Conc. Pavement" will be full compensation for all costs associated with removing and disposing of the pavement materials, including grinding and removal of existing asphalt, regardless of depth in accordance with the Contract Documents.

“Removing Cement Conc. Sidewalk”, per square yard.

Payment for “Removing Cement Conc. Sidewalk” will be full compensation for all costs associated with removing and disposing of the concrete materials regardless of depth, in accordance with the Contract Documents.

“Removing Cement Conc. Curb and Gutter”, per linear foot.

Payment for “Removing Cement Conc. and Gutter” will be full compensation will be full compensation for all costs associated with removing and disposing of the concrete materials, in accordance with the Contract Documents.

“Adjust Valve Box”, per each.

The unit contract price for “Adjust Valve Box” per each shall be full pay for all labor, tools, equipment, and materials necessary to adjust the water or gas valve box to finished grade including, but not limited to, crushed surfacing top course, CDF, grout, asphalt pavement, and edge sealant.

“Install Solid Locking Lid”, per each.

The unit contract price for “Install Solid Locking Lid” per each shall be full compensation for all labor, tools, equipment, and materials necessary to remove the existing grate and replace with a solid locking lid, including slip resistant lid or coating when placed within a sidewalk or walkway. If required, the adjustment of the existing catch basin to finished grade shall be paid for separately.

No payment will be made for saw cutting on the project. All costs for saw cutting shall be incidental to the bid item for the material that is removed.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

Section 2-03.1 is supplemented with the following:

(*****)

All excavation on the project, except that for the installation of pipe or other structures, shall be considered as “Roadway Excavation Incl. Haul”.

2-03.2 Vacant

Section 2-03.2 is replaced with the following:

(*****)

2-03.2 Materials

New Section

Material for embankment shall be select borrow meeting the requirements of Section 9-03.14(2).

2-03.3 Construction Requirements

2-03.3(7) Disposal of Surplus Material

Section 2-03.3(7) is supplemented with the following:

(*****)

All material removed by excavation, including all unsuitable material, shall be disposed of off-site in accordance with Section 2-03.3(7)C.

2-03.3(14) Embankment Construction

Section 2-03.3(14) is supplemented with the following:

(*****)

Excavated material shall not be reused for embankment unless directed by the Engineer.

2-03.3(14)C Compacting Earth Embankments

Section 2-03.3(14)C is supplemented with the following:

(*****)

All embankments shall be compacted using Method C.

2-03.3(14)E Unsuitable Foundation Excavation

Section 2-03.3(14)E is supplemented with the following:

(*****)

Material to replace unsuitable foundation material shall be select borrow meeting the requirements of Section 9-03.14(2).

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

(*****)

Measurement of "Unsuitable Foundation Excavation Incl. Haul" will be by the cubic yard in place of material actually removed. Because the amount of such excavation is unknown, a quantity has been arbitrarily selected to provide a common bid base. The unit price submitted shall be used for all such excavation. Material that must be excavated to provide the required pavement section, or to perform other work as described in the Plans and these Special Provisions, regardless of the nature of the material, shall not be considered as unsuitable foundation excavation. Additional material excavated as directed by the Engineer, to provide a stable subgrade for the pavement section will be measured as "Unsuitable Foundation Excavation Incl. Haul." No separate measurement will be made for furnishing, hauling, or installing material to replace the unsuitable material removed from the excavation.

No specific unit of measurement shall apply to the lump sum bid item for "Roadway Excavation Incl. Haul". Quantities of the required excavation have not been estimated by the Tulalip Tribes for bidding purposes. Copies of the original ground and finish grade cross sections are

available for review at the office of Parametrix. These cross-sections only show the typical roadway section and do not include excavations for miscellaneous improvements. The Contractor shall make his/her own determination of the amount of roadway excavation required.

2-03.5 Payment

Section 2-03.5 is supplemented with the following:

(*****)

“Unsuitable Foundation Excavation Incl. Haul”, per cubic yard.

The unit contract price for “Unsuitable Foundation Excavation Incl. Haul” will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to excavate the unsuitable material, haul and dispose of the unsuitable material at a legal disposal site, and install replacement material.

“Roadway Excavation Incl. Haul”, lump sum.

The lump sum contract price for “Roadway Excavation Incl. Haul”, will be full compensation for the cost of all labor, tools, equipment, permit fees, and materials necessary or incidental for excavating, hauling, and disposing of all materials, which are not specifically covered under other bid items, at an off-site location provided and paid for by the Contractor.

2-04 HAUL

2-04.5 Payment

Section 2-04.5 is supplemented with the following:

(*****)

All costs associated with hauling materials of any description to, from, and within the project site shall be included in the appropriate unit bid prices in the Proposal and no further compensation will be paid.

2-07 WATERING

2-07.3 Construction Requirements

Section 2-07.3 is supplemented with the following:

(*****)

During construction, the Contractor shall have dedicated to the project, a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job, and failure to use said water truck for dust control, shall be adequate reason to “shutdown” the project construction. Such shutdown is herein agreed to upon submitting a Bid for this project. Shutdowns due to the Contractor’s failure to control dust shall not be considered as unworkable days.

The Contractor shall make necessary arrangements and shall bear the costs for water necessary for the performance of the work.

Water placement includes that required for dust control while excavating for the street or the installation of the utilities, for processing and compacting the subgrade, and for dust control between the time of subgrade preparation and the placing of asphalt. Dust control water shall be applied as directed by the Engineer or the Project Inspector and for such period of time as he deems necessary.

2-07.5 Payment

Section 2-07.5 is replaced with the following

(*****)

No additional payment shall be made for watering. All costs incurred for this item shall be included in the other related bid items.

2-09 STRUCTURE EXCAVATION

2-09.3 Construction Requirements

Section 2-09.3 is supplemented with the following:

(*****)

Shoring shall be constructed with provisions made to allow the Inspector to enter the shored trench at any time.

2-09.3(1) General Requirements

2-09.3(1)D Disposal of Excavated Material

Section 2-09.3(1)D is supplemented with the following:

(*****)

All unsuitable material removed as structure excavation shall be disposed of offsite at a legal disposal site.

2-09.3(4) Construction Requirements, Structure Excavation, Class B

Add the following new section:

(*****)

2-09.3(4)A Resolution of Utility Conflicts

New Section

In the event that a conflict arises between the proposed improvements and an existing utility including the existing storm and irrigation systems, the Resolution of Utility Conflicts item will compensate the Contractor for standby time and additional work in the following manner:

Standby time resulting from existing utility conflicts. Standby time is defined as time the Contractor is unable to proceed with progression of a specific work item (i.e. storm drainage, underground utility installation etc.) due to conflicts with existing facilities. However, payment for standby time shall be limited to:

For each agreed upon conflict, a maximum of two (2) hours of standby time will be paid for actual delay of labor and equipment due to a utility conflict. The Contractor shall be responsible to adjust his work schedule and/or reassign his work forces and equipment to other areas of work to minimize standby time.

If the conflict is resolved within one (1) hour of notification to the Engineer, no standby time will be paid.

Work required to adjust the existing irrigation system to provide adequate watering during the initial plant establishment period shall be paid for via force account under "Resolution of Utility Conflicts".

Additional work required to resolve utility conflicts will be paid for at the unit bid prices for the associated work. Work that can be measured and paid for at the unit contract prices shall not be identified as force account work. This work includes but is not limited to:

1. Storm drainage manhole, pipe, vault, and conduit realignments of line and/or grade for the storm drain and undergrounding of overhead utilities, to avoid existing utility conflicts.
2. Additional storm drainage manholes, pipe, vaults, and conduit required by a change in alignment, and/or grade, not exceeding the limits set in Section 1-04.4 of the Standard Specifications.

In the event that unit bid prices are not available to resolve the utility conflict, the resolution of the conflict, as directed by the Engineer, shall be made on a time and materials basis.

2-09.4 Measurement

Section 2-09.4 is supplemented with the following:

(*****)

No measurement will be made for any class of structure excavation.

No measurement will be made for dewatering of any kind.

Measurement for payment of Resolution of Utility Conflicts will be per force account.

2-09.5 Payment

Section 2-09.5 is supplemented with the following:

(*****)

"Resolution of Utility Conflicts", per force account.

Payment for "Resolution of Utility Conflicts" shall be made by force account as provided in Section 1-09.6. Utility conflicts due to the Contractor's actions or operations shall be resolved by the Contractor at no expense to the Contracting Agency. To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal for "Resolution of Utility Conflicts" to become a part of the total bid by the Contractor.

2-11 TRIMMING AND CLEANUP

2-11.1 Description

Section 2-11.1 is supplemented with the following:

(*****)

During construction, and then upon completion of the work, the Contractor shall thoroughly comb and search the surrounding area and remove any construction material thrown or discarded amongst the trees, bushes, ditches, etc., such as paint cans, cartons, broken pipe, pavement pieces, paper, bottles, etc., and shall tidy up the surrounding general area to make it neat in appearance, including removal of debris that may or may not have been deposited by Contractor's operation.

Paved surfaces, existing and new, shall be thoroughly cleaned (street sweeper) upon completion of work within the area, and shall require daily cleaning if dust or mud exists. Prior to job acceptance, all pavement within the work area shall be cleaned.

Prior to final inspection, remove from the job site, all tools, surplus materials, equipment, scrap, debris, and waste.

2-11.5 Payment

Section 2-11.5 is supplemented with the following:

(*****)

No separate payment will be made for trimming and cleanup, but instead will be incidental to the other bid items included in the Contract.

2-12 CONSTRUCTION GEOSYNTHETIC

2-12.1 Description

Section 2-12.1 is supplemented with the following:

(*****)

The Contractor shall furnish and place geotextile in accordance with the details and these Specifications. Geotextiles are required to be used with "Foundation Material".

2-12.4 Measurement

Section 2-12.4 is supplemented with the following:

(*****)

No measurement will be made for geotextile used in conjunction with "Foundation Material". All costs incurred for this item shall be included in the other related bid items.

END OF DIVISION 2

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

Section 3-01.4 is supplemented with the following:

(*****)

No source has been provided for any materials necessary for the construction of this Project.

The Contractor shall make arrangements to obtain the necessary materials at no expense to the Owner, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit contract prices for the various items involved.

3-01.6 Payment

Section 3-01.6 is supplemented with the following:

(*****)

All costs of any work required under Division 3 shall be included in the unit contract prices for the various items in the Proposal.

3-02 STOCKPILING AGGREGATES

3-02.2 General Requirements

3-02.2(2) Stockpile Site Provided by the Contractor

Section 3-02.2(2) is supplemented with the following:

(*****)

If the Contractor chooses to stockpile crushed surfacing materials, borrow, and backfill materials on or near the site, the Contractor shall establish and maintain separate stockpile areas for:

1. Materials that are to be measured and paid for separately.
2. Materials which are incidental to other bid items.

3-02.5 Payment

Section 3-02.5 is supplemented with the following:

(*****)

All costs of any work under Section 3-02 shall be incidental to and included in the unit contract prices for the various items in the Proposal, unless designated otherwise in these Special Provisions.

END OF DIVISION 3

DIVISION 4

BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.4 Measurement

Section 4-04.4 is replaced with the following:

(*****)

The basis of measurement for "Crushed Surfacing Top Course will be by the ton based on certified truck tickets collected by the observer upon site delivery and no later than the end of each working day. Tickets will not be accepted for payment after the end of each working day unless prior arrangements have been made with the observer.

No separate measurement for payment will be made for pipe bedding and trench/structure backfill in association with the pipe installation. Pipe bedding and trench/structure backfill in association with the pipe installation will instead be included in the unit contract price for the utility being installed.

If the Contractor chooses to stockpile crushed surfacing and ballast materials on the site, the Contractor shall request approval from the Engineer to establish separate stockpile areas for:

1. Crushed surfacing materials that are to be used in paved areas and paid for separately. Truck tickets will be provided to the observer for any material placed in the stockpile that the Contractor will be requesting payment under the unit bid item.
2. Crushed surfacing materials used per the Contract Plans and/or at the discretion of the Contractor for other construction activities shall be incidental to other items, including pipe bedding, trench/structure backfill, and to fill voids left by demolished structures.

No separate measurement for payment will be made for water used in placing and compacting surfacing materials.

END OF DIVISION 4

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DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT *(July 18, 2018 APWA GSP)*

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.

Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.

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

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

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

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

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

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

- 1. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for

the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks 1/4 inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to

cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks 1/4 inch to 1 inch in width – fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- A. Cracks 1/4 inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the

Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

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 until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class 3/4" and HMA Class 1/2"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class 3/8"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases,

a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of Va will at the option of the Contracting Agency. If tested, compliance of Va will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation – Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level

of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been

provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection – A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal subplot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection – An Entire Sublot

An entire subplot that is suspected of being defective may be rejected. When a subplot is rejected a minimum of two additional random samples from this subplot will be obtained. These additional samples and the original subplot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection – A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

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

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than 1/2 of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified on the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in Section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

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.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
 - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
 - b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
 - c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
 - d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
 - e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where peace officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

- i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

HMA CI. ____ PG ____, HMA for ____ CI. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ____ PG ____”, per ton.

“HMA for Approach Cl. ____ PG ____”, per ton.

“HMA for Preleveling Cl. ____ PG ____”, per ton.

“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.

“Preparation of Untreated Roadway”, per mile.

The unit Contract price per mile for “Preparation of Untreated Roadway” shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for “HMA Cl. ____ PG ____” which was used for patching. If the Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

“Preparation of Existing Paved Surfaces”, per mile.

The unit Contract Price for “Preparation of Existing Paved Surfaces” shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for “HMA Cl. ____ PG ____” which was used for patching. If the Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

“Crack Sealing”, by force account.

“Crack Sealing” will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

“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.

“Asphalt for Fog Seal”, per ton.

Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

“Longitudinal Joint Seal”, per linear foot.

The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

“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).

“Temporary Pavement Marking”, per linear foot.

Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Water”, per M gallon.

Payment for “Water” is described in Section 2-07.5.

“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.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)D3.

“Roadway Core”, per each.

The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

“Cyclic Density Price Adjustment”, by calculation.

“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

END OF DIVISION 5

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DIVISION 7

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-04 STORM SEWERS

7-04.1 Description

Section 7-04.1 is supplemented with the following:

(*****)

In addition to the construction of storm sewer lines, this work shall include construction of rain gutter drainage system including roof drain lines and roof drain PVC pipe cleanout, construction of bioretention overflow outlet, and connection of each existing downspout to the roof drain line system in accordance with the Plans, all provisions of the Specifications, and the Standard Plans, in conformity with the lines and grades staked.

7-04.2 Materials

Section 7-04.2 is supplemented with the following:

(*****)

PVC storm sewer pipe shall be ASTM D3034 SDR 35 PVC pipe meeting the requirements of Section 9-05.12(1) of the Standard Specifications.

Ductile iron pipe shall conform to Section 9-30.1(1) and shall be Class 52 minimum;

Pipe bedding shall be crushed surfacing top course for pipe zone bedding per Section 9-03.9(3).

Foundation material shall be used where unsuitable soil is encountered as directed by the Contracting Agency's Representative. The foundation material shall meet the requirements of permeable ballast per Section 9-03.9(2). Larger size material may be required if, in the opinion of the Contracting Agency's Representative, soil conditions necessitate it.

7-04.4 Measurement

Section 7-04.4 is supplemented with the following:

(*****)

No measurement will be made for trench excavation, structure excavation, pipe zone bedding, excavation, haul and replacement of unsuitable foundation materials below the pipe zone bedding, beehive grates, pipe elbows, tees, fittings, and cleanouts, native material, trench backfill, or bedding material.

No measurement will be made for removal of unsuitable material below the pipe zone bedding, as directed by the Engineer.

No separate measurement will be made for permeable ballast and/or construction geotextile.

7-04.5 Payment

Section 7-04.5 is supplemented with the following:

(*****)

“___ Storm Sewer Pipe ___ In. Diam.”, per linear foot.

The unit contract price per linear foot for “___ Storm Sewer Pipe ___ In. Diam.” shall be full pay for all labor, materials, and equipment to furnish and complete the installation of the storm sewer and rain gutter drainage system including, but not limited to, trench excavation, excavation, haul, and replacement of unsuitable foundation materials below the pipe zone bedding, installing pipe cleanouts, laying and jointing pipes and fittings, connections to existing storm sewer pipe and/or downspout, approved couplings and adaptors, beehive grates for bioretention overflow outlet, import pipe bedding and crushed surfacing top course for trench backfill, compaction, testing and cleanup as shown in the Plans. Replacement foundation materials for unsuitable material removed below the pipe zone bedding, including but not limited to, permeable ballast and construction geotextile are considered incidental to the bid item.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.1 Description

Section 7-05.1 is supplemented with the following:

(*****)

In addition to the construction of manholes, inlets, drywells and catch basins, this work shall include connecting to existing structures of the types and sizes designated in accordance with the Plans, all provisions of the Specifications, and the Standard Plans, in conformity with the lines and grades staked.

7-05.2 Materials

Section 7-05.2 is supplemented with the following:

(*****)

Material for a foundation beneath the structures shall be crushed surfacing top course per Section 9.03.9(3).

Foundation material shall be used where unsuitable soil is encountered as directed by the Contracting Agency's Representative. The foundation material shall meet the requirements of permeable ballast per Section 9-03.9(2). Larger size material may be required if, in the opinion of the Contracting Agency's Representative, soil conditions necessitate it.

7-05.3 Construction Requirements

Section 7-05.3 is supplemented with the following:

(*****)

Unless otherwise directed by the Engineer, vaults, wet wells, and manholes constructed with precast base sections or cast-in-place sections shall be placed to grade upon 12 inches (minimum depth for Sanitary Sewer Manholes) of crushed surfacing base course. All costs associated with this item shall be included in the various unit prices bid for the structure to be constructed.

All pipes, except PVC pipe, entering or leaving the manhole shall be provided with flexible joints within one-half of a pipe diameter or 12 inches, whichever is greater, from the outside face of the manhole structure. The flexible joint shall be placed on firmly compacted bedding, particularly within the area of the manhole excavation that normally is deeper than that of the trench. Special care shall be taken to see that the openings through which pipes enter the manhole are completely and firmly packed full of nonshrink grout to ensure watertightness.

For catch basin indicated on the Plans, Contractor shall pothole nearby utility line to determine if appropriate clearance, as determined by the Engineer, can be met prior to ordering the structure. Exact type, size, orientation and location shall be confirmed prior to ordering and installation.

Add the following new sections:

7-05.3(5) Connections to Existing Catch Basins and Storm Lines New Section

The locations, type, and size of the existing catch basins and storm lines have been determined from available records, and are approximate; however, it is anticipated that connections to these existing facilities may be made, in general, as shown on the Plans.

It shall be the responsibility of the Contractor to determine the exact location and ascertain the type and size of the existing facilities prior to starting work on each connection, and to provide any alterations, as required at no additional cost to the Contracting Agency.

7-05.4 Measurement

Section 7-05.4 is supplemented with the following:

(*****)

Catch basins shall be measured per each.

No measurement will be made for structure excavation, foundation material, native material, backfill, or bedding material and shall be incidental to the structure that is being installed.

No measurement will be made for removal and replacement of unsuitable foundation material.

No measurement will be made for connecting new or existing pipe to new drainage structures, or for core drilling if necessary.

7-05.5 Payment

Section 7-05.5 is supplemented with the following:

(*****)

Payment will also be made under the following:

“Catch Basin Type 1”, per each.

The unit contract price per each for various items specified above shall be full compensation for furnishing all labor, tools, equipment, and materials necessary for its complete installation, including but not limited to, all structure excavation, dewatering (if required), foundation and crushed surfacing backfill material, compaction, connection to new pipes, connection to existing pipes, water tight couplings, adjustment risers, disposal of excess backfill material, frame, and grate regardless of type, grout and cleaning, and testing.

The unit price per each for “Adjust Manhole” and “Adjust Catch Basin” shall be full pay for all costs necessary to adjust the existing structure to grades indicated on the Plans, including rotating (if necessary).

“Catch Basin Type 2 ___ In. Diam.”, per each.

The unit contract price per each for various items specified above shall be full compensation for furnishing all labor, tools, equipment, and materials necessary for its complete installation, including but not limited to, utility potholing to verify adequate clearance from nearby utilities, all structure excavation, dewatering (if required), foundation and crushed surfacing backfill material, compaction, connection to new pipes, connection to existing pipes, water tight couplings, adjustment risers, CDF material, disposal of excess backfill material, frame, and grate regardless of type, grout and cleaning, and testing.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.1 Description

Section 7-08.1 is supplemented with the following:

(*****)

This information shall cover the general requirements for installing storm sewers and sanitary sewers. The Contractor shall also follow all provisions of Section 7-04 (Storm Sewers), Section 7-09 (Water Mains) and Section 7-17 (Sanitary Sewers), and 1-07.23 (Public Convenience and Safety) as it applies to the specific kind of work.

7-08.2 Materials

Section 7-08.2 is supplemented with the following:

(*****)

The Contractor shall use crushed surfacing top course for trench backfill per Section 9-03.9(3) of the Standard Specifications.

Bedding materials shall be crushed surfacing top course (CSTC) per Section 9-03.9(3) of the Standard Specifications.

Foundation material shall meet the requirements of Ballasts per Section 9-03.9(2).

7-08.3 Construction Requirements

7-08.3(1) Excavation and Preparation of Trench

7-08.3(1)A Trenches

Section 7-08.3(1)A is supplemented with the following:

(*****)

Where unsuitable material, as determined by the Engineer, is encountered in the trench subgrade below that elevation required for the installation of the pipe bedding, it shall be removed to the depth and limits specified by the Engineer. Material to replace unsuitable material that is removed from the trench shall be trench foundation material specified in Section 7-08.2. Construction geotextile for soil stabilization shall be installed to completely encompass the fill material.

Actual trench width shall not exceed maximum pay limits as shown on the Plans. The Contractor shall use shoring to minimize trench widths as specified in 7-08.3(1)B.

Unsuitable material removed from the trench shall be hauled to a waste site.

All excavated material shall be loaded directly into trucks and hauled to a permitted disposal site obtained by the Contractor. Stockpiling of excavated material at the project site will not be allowed.

7-08.3(1)B Shoring

Add the following new sub-sections:

(*****)

7-08.3(1)B(1) General

New Section

This section specifies requirements for excavation support systems (Shoring or Extra Excavation Class B) for excavation of trenches and open excavations greater than 4 feet in depth.

Where sheet piling, shoring, sheeting, bracing, or other supports are necessary, the items shall be furnished, placed, maintained, and except as shown or specified otherwise, removed.

The design, installation and removal of any and all excavation support are the sole responsibility of the Contractor. The Contractor shall conduct its own independent investigation and evaluation of the subsurface conditions at the site and shall rely on such independent investigation / verification in designing and installing the excavation support requirements. The Contract Documents do not contain any specific plans or details for excavation support as such decisions lie solely with the Contractor.

The term Excavation Support as used herein has the same meaning as the term Shoring in WAC 296-155-650.

7-08.3(1)B(2) Contractor Submittals

New Section

The Contractor is advised of the provisions for the Washington Industrial Safety and Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N, Excavation, Trenching and Shoring. The Contractor's excavation support plan shall be prepared by a civil or structural engineer licensed in the State of Washington and submitted to the Engineer for review as indicated in the paragraphs below.

1. At least 20 working days prior to installation of any excavation support system, the Contractor shall submit an excavation support control plan and operational schedule (Excavation Support Control Plan). The Excavation Support Control Plan shall be prepared, signed, and stamped by a professional engineer currently registered in the State of Washington. Such engineer shall have a minimum of 5 years of experience in the design of excavation support systems. The Excavation Support Control Plan shall show the number, location, type and depth of all excavation support means or methods selected by Contractor. The Contractor's Excavation Support Control Plan is subject to review by the Engineer. Such review is limited to determining general conformance with the intent of this Specification, but not for detailed verification of sizes, spacing, depths, construction, or adequacy. The Engineer's review and/or lack of objection to the submitted Excavation Support Control Plan shall not modify the requirements of the Contract or relieve Contractor of its sole responsibility to design, install, and remove excavation support as required herein.
2. Identify measures to control soil loss and water seepage through utility penetrations in the excavation support system.
3. The Groundwater Control Plan required by Section 2-09.3 and the Excavation Support Control Plan required herein are interdependent and shall be coordinated and submitted together.

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. The installed shoring system shall meet the requirements described in the section above.

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.

7-08.3(3) Backfilling

Section 7-08.3(3) is supplemented with the following:

(*****)

Backfilling and surface restoration shall closely follow the installation of pipe, so that not more than 100 feet is left of the trench open at any time during construction without approval of the Engineer. When public safety concerns exist, the Engineer may require more stringent backfilling standards. Selected backfill material shall be placed and compacted around and under the pipe by hand tools to a height of 6 inches above the top of the pipe. The remaining backfill shall be compacted to 95 percent of the maximum density in the pavement prism and shall be satisfactorily demonstrated to the Engineer by density tests per the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, Section 2-03.3(14)D.

Add the following new subsection:

(*****)

7-08.3(3)A Vertical Clearance Between Utility Lines

New Section

Where the vertical clearance between adjacent storm drainage lines, water lines, sanitary sewer lines is 2 to 6 inches, an ethylene vinyl acetate pad, Rubatex Laboratories R-5010-A, or an approved equal, is required. The pad shall be 3 feet by 3 feet by 2.5 inches minimum,

and placed between the sanitary sewer pipe and the other utility pipe. All costs necessary to furnish and install the pad shall be considered incidental to pipe laying.

7-08.4 Measurement

The first, second, and fourth paragraphs of Section 7-08.4 are replaced with the following:

(*****)

No measurement shall be made for protecting existing utilities and services, trench excavation, disposal of unsuitable backfill, native material used as trench backfill above the pipe zone bedding, and compaction of backfill.

Section 7-08.4 is supplemented with the following:

(*****)

Measurement for pipe will be by the linear foot of pipe laid and successfully tested and shall be along the centerline of the pipe through fittings. Measurement will be to the nearest foot.

No measurement will be made for trench excavation including haul.

No separate measurement for payment will be made for "Normal Trench Dewatering" used in conjunction with this project, but instead, all costs shall be included in the per linear foot price of the utility being installed.

No measurement will be made for foundation material required to fill the void made by extra excavation.

No measurement will be made for construction geotextile.

No measurement will be made for crushed surfacing top course when imported for use as trench backfill above the pipe zone.

No specific unit of measurement shall apply to the lump sum item of "Shoring or Extra Excavation Class B".

7-08.5 Payment

Section 7-08.5 is supplemented with the following:

(*****)

Payment will be made at the unit contract price for such of the following bid items as are included in the Bid Form:

"Shoring or Extra Excavation Class B", per lump sum.

The lump sum contract price for "Shoring or Extra Excavation Class B" shall be full pay for all labor, materials, tools, and equipment, and other incidental costs to provide a complete system of trench shoring in compliance with WISHA, Chapter 47.19 RCW and Section 7-08.3(1)B. The lump sum contract price shall include: designing, furnishing, installing, maintaining, and removing sheet piles, trench boxes, cribbing, and cofferdams, or other means necessary to support trench and excavation walls as required. Design,

installation, and maintenance of all shoring systems shall be the complete and sole responsibility of the Contractor. This bid item shall be accomplished in accordance with Divisions 1, 2, and 7 of the Standard Specifications and Special Provisions. Bidder's attention is directed to the following laws and regulations:

1. Chapter 39.04.180 of the Revised Code of Washington (RCW).
2. Part N of Chapter 296-155 of the Washington Administrative Code (WAC).
3. Chapter 49.17 of RCW (Washington Industrial Safety and Health Act).
4. 29 CFR 1923 of OSHA.

Failure to comply with this shall be considered conclusive evidence that the bid is non-responsive and, therefore, subject to rejection.

END OF DIVISION 7

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DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Section 8-01.1 is supplemented with the following:

(*****)

This work also consists of furnishing, installing, maintaining, removing and disposing of silt fence in accordance with these Specifications and as shown in the Plans or as designated by the Engineer.

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

(*****)

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water that may occur as a result of construction operations.

Any area not covered with established, stable vegetation where no further work is anticipated for a period of 15 days shall be immediately stabilized with the approved erosion and sedimentation control methods (e.g., seeding and mulching, straw, plastic sheet). Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (e.g., perennial rye applied at approximately 80 pounds per acre).

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the Project Construction Inspector. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the Tribe.

Erosion control materials shall be installed prior to the start of any other work on the Project.

Following completion of the project, the Contractor shall remove all erosion-control materials and dispose of them off-site. Any areas disturbed by the installation and/or removal of temporary erosion control materials shall be restored by the Contractor as directed by the Engineer at no cost to the Tribes.

8-01.3(1) General

8-01.3(1)A Submittals

The first sentence in the second paragraph is revised to read:

(*****)

The Contractor shall provide a TESC Plan that shall meet all the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109.

Add the following new section:

(*****)

8-01.3(17) Trench Dewatering

New Section

All “Trench Dewatering” or “Normal Trench Dewatering” work associated with maintaining an excavation or trench suitable for structure installation and pipeline construction will be included in the per linear foot price of the utility being installed. “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 is not included in the dewatering system. In contrast, “Dewatering” is described in Section 2-09.3(1)G.

Discharge Location

The Contractor shall dispose of all surface water runoff and water removed by “Trench Dewatering” or “Normal Trench Dewatering” in an environmentally sound manner that will not endanger health, property, or any portion of the work under construction. The discharge location(s) shall be identified in the Contractor’s dewatering submittal for the Engineer’s review as specified herein. Disposal of water shall be performed in such a manner as will cause no inconvenience whatsoever to the Owner, Engineer, adjacent property owners, or to others engaged in work about the site.

The Contractor shall use sediment control methods, as required, at discharge points near property lines to prevent silt and sediment from migrating off-site. Sediment control methods can include, but are not limited to, barker tank, siltation ponds, filter fences, screens, and other methods as required.

8-01.4 Measurement

Section 8-01.4 is replaced with the following:

(*****)

No specific unit of measurement shall apply to the lump sum item “Erosion/Water Pollution Control”.

No separate measurement will be made for material or installation of silt fence.

No separate measurement for payment will be made for “Normal Trench Dewatering” used in conjunction with this project, but instead, all costs shall be included in the per linear foot price of the utility being installed.

8-01.5 Payment

Section 8-01.5 is replaced with the following:

(*****)

“Erosion/Water Pollution Control”, lump sum.

The lump sum bid price for “Erosion/Water Pollution Control” shall constitute full pay for all labor, materials, tools, and equipment necessary and incidental to preparing a TESC plan and the installation, maintenance, and removal of erosion and sediment control facilities including, but not limited to, the following:

1. Erosion and sedimentation control installation and maintenance and replacement as required until project completion and approval.
2. Maintenance of catch basins, storm drains, ditches, and other drainage courses, including immediate removal and disposal of accumulated sedimentation.
3. Removal of erosion and sediment control best management practices upon completion of the project.
4. Installation of jute mat and any additional work deemed necessary by the Engineer to control erosion and water pollution.
5. Installation of silt fence as shown on the Plans.

8-02 ROADSIDE RESTORATION

8-02.1 Description

Section 8-02.1 is supplemented with the following:

(*****)

This item of work provides for the preparation of and installation of topsoil, mulch, soil amendments, and furnishing and planting “PSIPE _____” at the locations shown on the Plans.

This item of work provides for the preparation and/or placement of materials including but not limited to topsoil, amended soils, mulch, bark mulch, landscaping gravel, and furnishing and planting for Plant Selection Including Plant Establishment at the locations shown on the Plans.

Property Restoration includes the work required to restore all landscape areas disturbed by the Contractor’s operations to its original or better condition. This may include fencing, vegetation, or other objects or structures not covered by a specific bid item.

8-02.2 Materials

Section 8-02.2 is supplemented with the following:

(*****)

Plant materials shall meet the requirements of the following publications:

1. Washington State Department of Agriculture (WSDA): Washington State Standards for Nursery Stock, Order No. 1627.
2. United States Department of Agriculture (USDA); Publications:
 - a. Federal Seed Act of August 9, 1939. Reprinted September 1975: 53 State 1275 Rules and Regulations.
 - b. Soil Survey Investigation, Report No. 12, Soil Survey Laboratory Methods and Procedures for Collecting Soil Samples, Soil Conservation Service, April 1972.
3. American Association of Nurserymen: American National Standards Institute (ANSI): ANSI-Z 60.1-1980 American Standard for Nursery Stock.
4. American Joint Committee of Horticulture Nomenclature: Standard Plant Names, current edition. Plant varieties shall be as specified in the Plant List and be true to botanical name as listed in the latest edition of "Standardized Plant Names" as adopted by American Joint Committee of Horticulture Nomenclature.
5. Crushed aggregate for landscaping edging shall be per the Plans.

Plants shall be nursery-grown unless otherwise indicated. Plants are required to be from stock acclimated to project site environmental conditions, having been consistently cultivated and grown under site conditions. No cold storage plants will be permitted. Plant conditions shall meet the following requirements:

1. Be fresh, well foliated, in prime condition when in leaf, and exhibiting normal habit of growth.
2. Have all leaders and buds intact, free of disease, injury, insects, insect eggs, larvae, and indications of strawberry root weevil.
3. Be free of seeds, weed roots, and other such contaminants. Ball and burlapped (B&B) stock is required to have a natural ball sufficient to ensure survival and healthy growth.

Bare root (BR) materials are not permitted.

Container-grown plants are required to have sufficient growth to hold the earth intact when removed from containers, but shall not be root-bound.

Soil material shall consist of native or off-site granular mineral material. The soil shall be free of deleterious material such as pesticides, herbicides, fuels, and biologically hazardous materials. The soil material shall be processed as necessary by the Contractor to meet the following gradation when tested in accordance with ASTM D-422.

<u>Sieve Size</u>	<u>Percent Passing (by dry weight)</u>
3/8 inch	100
U.S. No. 4	95-100
U.S. No 10	75-90
U.S. No 40	25-40
U.S. No. 200*	2-5

*The percent passing the number 200 sieve shall be calculated based on the fraction of material passing the No. 4 sieve.

The maximum particle size allowed for soil amendment treatment and infiltration material is 3 inch in any dimension.

Organic Soil Additive

Organic soil additive shall be Compost Type 1 meeting the specifications of Section 9-14.4(8) of the Standard Specifications. The Compost Type 1 shall be 40 percent by volume of the final amended soils mix.

See Section 9-14.1(1) of these Special Provisions for requirements related to Topsoil Type A.

See Section 9-14.4 of these Special Provisions for requirements related to Soil Amendments.

8-02.3 Construction Requirements

Section 8-02.3 is supplemented with the following:

(*****)

The Contractor shall have facilities, equipment, and personnel adequate for providing work and material specified including but not limited to topsoil, mulch, and furnishing and planting for Plant Selection Including Plant Establishment at the locations shown on the Plans. Pruning and trimming of existing trees to remain shall be performed by a specialist with at least 5 years' experience in arboriculture.

All plants shall be delivered with the following:

1. Label trees and bundles of like shrubs and grasses with legible identification nursery labels.
2. State correct plant name and size.
3. Identify botanical and common plant name and size.
4. Use durable waterproof labels with water-resistant ink, which will remain legible for project duration.

Storage: All plants and/or supplies shall meet the following requirements:

1. Protect plants from sun and drying winds.

2. Keep fertilizers in dry storage and away from contaminants.
3. Maintain and protect plant material not to be planted within 4 hours in a safe, healthy, vigorous condition.
4. Do not store pesticides, herbicides, and soil fumigants with any other landscape materials. Store in a secure, separate structure or vehicle.

The Contractor shall remove all sticks and trash and dispose of all unsuitable excavated material and other extraneous materials from the project site as directed by the Engineer. Container-grown plants are required to have sufficient growth to hold the earth intact when removed from containers, but shall not be root bound.

8-02.3(3) Weed and Pest Control

8-02.3(3)A Chemical Pesticides

Section 8-02.3(3)A is supplemented with the following:

(*****)

After installing imported topsoil, the Contractor shall apply a pre-emergent herbicide in landscape areas. Pre-emergent herbicide shall not be applied in turf areas. Post-emergent herbicide shall be required if weeds appear before project completion, as directed by the Engineer.

Existing weeds, grasses, and undesirable plants within the planting limits of this project shall be completely eradicated from the root structure to the leaf/branching matter by hand/equipment before placement or grading of imported topsoil.

After planter areas have been backfilled and graded, apply pre-emergent herbicides Surflan and Gallery 75 dry flowable (or approved equal). Follow manufacturer's application directions carefully.

Areas to be treated shall be free of emerged weeds, and soil should be free of clods at time of application. Use screens no finer than 50 mesh in nozzles and/or in-line strainers. Use sufficient water volume to obtain uniform coverage.

Keep the project limits completely weed free during the duration of the project.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

Section 8-02.3(5) is supplemented with the following:

(*****)

Before planting and final grading takes place, supply specified topsoil to depths indicated on Plans and in Details. All planting areas within the project limits shall be Topsoil Type A. All other areas shall be restored per the Plans. Finished grades after soil preparation and bed mulch application shall conform to final grading requirements listed in the following paragraphs.

Surfaces: All planting surfaces shall be left with a firm, uniform surface, free of undulations or other irregularities. Remove all rocks, clods, and debris from all planting surfaces. Finish grade of all non-turf areas shall be 2 inches below tops of adjacent pavements and curbs, unless indicated otherwise on Plans.

Preliminary Grading: Shall be done in such a manner as to anticipate the finished grade. Excess soil shall be removed or redistributed before application of mulch. Where soil is to be replaced by plants and mulch, allowance shall be made so that when finish grading has begun, there shall be no deficiency in the specified depth of mulched planting beds.

Final Grading and Drainage: The Contractor shall bear final responsibility for proper surface drainage of the site and the features thereon. Any discrepancy in the Plans or Specifications, obstructions on the site, or prior work done by another party which the Contractor feels precludes establishing proper drainage shall be brought to the attention of the Engineer in writing for correction or relief of said responsibility. The Contractor shall be responsible to protect topsoil and mulch from contamination or disruption.

8-02.3(7) Layout of Planting, Lawn and Seeding Areas

Section 8-02.3(7) is supplemented with the following:

(*****)

All location layout and staking will be the responsibility of the Contractor, subject to the approval of the Engineer.

Plant material layout shown on the plan views of the Landscape Plans are approximate and for reference only. The final quantity shall be per the Plant Materials List on the Plans.

8-02.3(8) Planting

Section 8-02.3(8) is supplemented with the following:

(*****)

Before excavation, plants to be installed shall be placed as indicated on the Planting Plan. The Engineer shall check locations of all plants in the field and approve the positions before actual planting operation proceeds.

Set shrubs in center of pits, plumb and straight. Plant at such a level that after settlement, the crown of the plant will be flush with finish grading and forming a shallow trough directly over the ball of the earth and slightly smaller than the pit to facilitate watering.

Set plants to such depth that the top of the plant ball will be flush with finished grade. Backfill the remainder of the hole and soak thoroughly. Water the backfill until saturated to the full depth of the hole. Water all plants immediately with liquid top dress fertilizer at manufacturer's suggested rates. Install fertilizer tablets as specified.

A mound of earth shall be formed as directed around each tree and shrub so as to produce a shallow basin to retain water, the diameter to exceed the diameter of the root spread. Plants shall be watered in place during and after backfilling.

Prune plants only at time of planting and according to standard horticultural practice to preserve the natural character of the plant. Pruning is to be done under supervision of the Engineer. Remove all dead wood, suckers, and broken or badly bruised branches. Use only clean, sharp tools. Paint cuts over 3/4-inch in diameter, covering exposed areas with tree paint.

Immediately after planting operations are complete, all beds and pits shall be top dressed with a 3-inch-depth medium grind hem-fir bark mulch so as to achieve a neat and presentable appearance.

8-02.3(10) Law Installation

Section 8-02.3(10) is supplemented with the following:

(*****)

Top Dress fertilizer shall be poured over the surface of plant basin at indicated rates. Water all plants immediately with liquid Alaska Fish Fertilizer at manufacturer's suggested rates. Install fertilizer tablets as specified.

8-02.3(11) Mulch

Section 8-02.3(11) is supplemented with the following:

(*****)

Bark mulch top dressing shall be medium ground Hem-Fir bark mulch. The Contractor shall submit a sample to the Engineer for approval prior to use.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(*****)

Topsoil and mulch, will be measured by the cubic yard of the surface area covered after application multiplied by the specified thickness, converted to cubic yards.

Soil amendment will be measured by cubic yard based on the surface area of the bioretention area multiplied by the specified amendment thickness, converted to cubic yards.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

(*****)

"Soil Amendment", per cubic yard.

The unit Contract price per cubic yard for "Soil Amendment" shall be full pay for furnishing and placing the soil amendment.

"Bark Mulch", per cubic yard.

The unit Contract price per cubic yard for "Bark or Wood Chip Mulch" shall be full pay for furnishing and spreading the mulch onto the topsoil and/or soil amendment.

"Topsoil Type ____", per cubic yard.

The unit Contract price per cubic yard for "Topsoil Type ____" shall be full pay for furnishing and placing the specified topsoil.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.1 Description

Section 8-04.1 is supplemented with the following:

(*****)

This Work also consists of removing and replacing extruded cement concrete curb and constructing cement concrete curb cuts at the locations shown in the Plans or where designated by the Engineer in accordance with these Specifications and in conformity to the lines and grades as staked.

8-04.3 Construction Requirements

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

Section 8-04.3(1) is supplemented with the following:

(*****)

New curb and gutter will not be placed until forms have been checked and approved for line, grade, and compaction by the Construction Inspector.

The curb shall be protected against damage or defacement of any kind until it has been accepted by the Construction Inspector.

All cement concrete curb or curb and gutter shall be constructed with Class 4000 concrete conforming to the requirements of Section 6-02. Contractor shall utilize high early strength concrete as necessary to meet construction schedule.

8-04.3(1)A Extruded Cement Concrete Curb

Section 8-04.3(1)A is replaced with the following:

(*****)

Extruded cement concrete curb shall be placed, shaped and compacted true to line and grade with an approved extrusion machine. The extrusion machine shall be capable of shaping and thoroughly compacting the concrete to the required cross section.

Prior to placing curb, the Contractor shall remove existing curb located within the limits of where the new curb is to be placed. The limits of removal and replacement of the curb shall be as marked by the Contracting Agency or their representative. The subgrade needs to be smooth and clean.

Extruded curb shall be removed to the nearest cold joint where possible. If not possible the existing curb shall be sawcut.

At the option of the Contractor, curb may be formed and poured but it must match the line, grade and shape as shown in the Contract Plans.

8-04.4 Measurement

Section 8-04.4 is replaced with the following:

(*****)

Measurement for "Cement Conc. Traffic Curb and Gutter" will be per linear foot of the curb installed.

Measurement for "Extruded Cement Conc. Curb" will be per linear foot of the curb installed.

No separate measurement for payment will be made for curb cuts or transition curb.

No separate measurement for payment will be made for removal of existing extruded curb and/or preparation of the pavement/surface for new extruded curb.

8-04.5 Payment

Section 8-04.5 is replaced with the following:

(*****)

"Cement Conc. Traffic Curb and Gutter", per linear foot.

The contract price per linear foot for "Cement Conc. Traffic Curb and Gutter" shall be full pay for all labor, materials, tools, equipment, and other incidental costs to form and place curb and gutter including but not limited to preparation of the surface prior to pouring the new curb and gutter; materials to protect the curb and gutter until cured and accepted by the Contracting Agency; sawcutting of existing curb and gutter; forming and placement of curb, gutter, curb cuts, depressed curb, and transition curb; matching existing curb and gutter; and any other incidental work necessary to construct curb and gutter as shown in the Contract Plans.

"Extruded Cement Conc. Curb", per linear foot.

The contract price per linear foot for "Extruded Cement Conc. Curb" shall be full pay for all labor, materials, tools, equipment, and other incidental costs to remove and replace the existing curb including but not limited to removing the existing curb, disposing of the existing curb at an approved location; preparation of the surface prior to pouring/extruding the new curb; materials to protect the curb until cured and accepted by the Contracting Agency; sawcutting of existing curb; placement of extruded curb; matching existing curb and any other incidental work necessary to replace the extruded curb in the locations as directed by the Contracting Agency.

Use of high early strength additives shall be included in curb price per linear foot.

8-14 CONCRETE SIDEWALKS

8-14.1 Description

Section 8-14.1 is revised to read:

(April 3, 2017, WSDOT Option 1)

This Work consists of constructing cement concrete sidewalks, curb ramps, bus stop shelter foundations, masonry sidewalks, and ramp grinding in accordance with details shown in the Plans, Standard Plans, these Specifications, and in conformity to the lines and grades shown in the Plans, Standard Plans, and as established by the Engineer.

8-14.3 Construction Requirements

Section 8-14.3 is supplemented with the following:

*(*****)*

Contractor is responsible for constructing curb ramps to the slopes and tolerances as shown in the Standard Plans.

Ramps shall not be poured until forms have been set and approved by the Engineer. Approval of the forms does not mean that the finished ramp is accepted by the Contracting Agency. Should the finished ramps not meet the slope tolerances as shown in the Standard Plans, the ramp shall be removed and re-graded to slopes and tolerances as shown in the Standard Plans at no cost to the Contracting Agency.

Contractor shall utilize high early strength concrete as necessary to meet construction schedule.

(April 3, 2017 WSDOT GSP Option 3)

Layout and Conformance to Grades

The Contractor shall meet the requirements depicted in the Contract documents. Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

8-14.4 Measurement

Section 8-14.4 is supplemented with the following:

*(*****)*

Measurement for "Cement Conc. Sidewalk" will be by the square yard of finished surface, excluding the cement concrete curb and gutter area and the surface area of the curb ramps.

"Cement Conc. Curb Ramp Type ____" will be measured per each for the complete curb ramp type installed and includes the installation of the detectable warning surface and when required by the type of ramp, the pedestrian curbing.

Detectable warning surfaces will not be measured separately for payment.

8-14.5 Payment

Section 8-14.5 is supplemented with the following:

(*****)

Payment will be made in accordance with Section 1-04.1 (Intent of the Contract) for the following bid items:

“Cement Conc. Sidewalk”, per square yard.

The unit contract price per square yard for “Cement Conc. Sidewalk” shall be full pay for all work to complete the installation including subgrade preparation.

“Cement Conc. Curb Ramp Type _____”, per each.

The unit Contract price per each for “Cement Conc. Curb Ramp Type _____” shall be full pay for installing the curb ramp as specified, including the detectable warning surface and when required by the type of ramp, the pedestrian curbing. Payment for each item will only be paid once per ramp.

Payment for cement concrete curb and gutter will be in accordance with the provisions of Section 8-04.

8-15 RIPRAP

8-15.1 Description

Section 8-15.1 is supplemented with the following:

(*****)

This work consists of furnishing and placing rock for erosion and scour protection of the type specified at the locations and in conformity with the lines and dimensions shown in the Contract Plans.

8-15.2 Materials

Section 8-15.2 is supplemented with the following:

(*****)

Rock for Erosion and Scour Protection Class A shall be 4-inch to 6-inch rounded river rock.

8-15.4 Measurement

(February 5, 2001 WSDOT GSP Option 5)

The last paragraph in Section 8-15.4 is deleted.

Section 8-15.4 is supplemented with the following:

(*****)

Measurement for "Rock for Erosion and Scour Protection Class A" will be by the ton of material actually placed.

8-15.5 Payment

Section 8-15.5 is supplemented with the following:

(*****)

"Rock for Erosion and Scour Protection Class A", per ton.

The unit Contract price per ton for "Rock for Erosion and Scour Protection Class A" shall be full pay for furnishing all labor, tools, equipment, and materials required to furnish and place rock for erosion and scour protection as shown in the Contract Plans.

8-18 MAILBOX SUPPORT

8-18.3 Construction Requirements

Section 8-18.3 is supplemented with the following:

(*****)

All mailboxes disturbed by construction activities shall be maintained in a temporary location during construction.

8-18.4 Measurement

Section 8-18.4 is supplemented with the following:

(*****)

Measurement for mailbox relocations will be per each.

8-18.5 Payment

Section 8-18.5 is supplemented with the following:

(*****)

"Relocate Mailbox", per each.

The per each unit contract price for "Relocate Mailbox" shall be full pay for all labor, tools, materials, and equipment to remove the existing mailbox, maintain a temporary mailbox location during construction, and install the mailbox onto either a new mailbox support or new foundation as applicable at the locations shown in the Plans.

8-21 PERMANENT SIGNING

8-21.1 Description

Section 8-21.1 is supplemented with the following:

(*****)

This Work consists of removing and relocating and/or replacing existing signs on existing supports.

8-21.3 Construction Requirements

Section 8-21.3 is supplemented with the following:

(*****)

Signs shall be installed at the locations specified in the Plans.

8-21.4 Measurement

Section 8-21.4 is supplemented with the following:

(*****)

Permanent signing will be measured per lump sum.

8-21.5 Payment

Section 8-21.5 is supplemented with the following:

(*****)

Payment will be made under the following:

“Permanent Signing”, per lump sum.

The lump sum contract price for “Permanent Signing” shall be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to furnishing and installing all project construction/identification signs, removing and replacing and/or relocating all existing signs as shown or as noted in the Plans by general note as well as maintaining a temporary location for signage during construction.

END OF DIVISION 8

DIVISION 9

MATERIALS

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Soil

9-14.1(1) Topsoil Type A

Section 9-14.1(1) is supplemented by adding the following:

(*****)

Topsoil Type A shall be uniform blend of the following materials by volume: (1) 40 percent friable sandy loam soil; (2) 30 percent aggregate meeting the requirement of "Section 9-03.13, Backfill for Sand Drains"; and (3) 30 percent compost. One hundred percent of this mixture shall pass through a 1-inch sieve.

9-14.4 Mulch and Amendments

Add the following to new Section 9-14.4(10):

(*****)

9-14.4(10) Soil Amendments

New Section

Soil Amendment shall also be referred to as Bioretention Soil for purposes of this section.

Bioretention soil shall be a well-blended mixture of Mineral Aggregate and Composted Material measured on a volume basis. Bioretention soil shall consist of two parts Fine Compost (approximately 35 to 40 percent) by volume and three parts Mineral Aggregate (approximately 60 to 65 percent), by volume. The mixture shall be well blended to produce a homogeneous mix.

Mineral Aggregate for Bioretention Soil Mix

Mineral Aggregate shall be free of wood, waste, coating, or any other deleterious material. Aggregate shall be analyzed by an accredited lab using the sieve sizes and gradation as noted:

Aggregate for Bioretention Soil.

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
No. 4	60-100
No. 10	40-100
No. 40	15-50
No. 200	2-5

Fine Composted Material

Compost products shall be the result of the biological degradation and transformation of Type I or III feedstocks as specified below, under controlled conditions designed to promote aerobic decomposition, per WAC 173-350-220, which is available at: <http://www.ecy.wa.gov/programs/swfa/compost>. Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment as defined below. The compost shall have a moisture content that has no visible free water or dust produced when handling the material.

Compost production and quality shall comply with Chapter 173-350 WAC, and meet the following physical criteria:

1. Compost material shall be tested in accordance with the U.S. Composting Council "Testing Methods for the Examination of Compost and Composting" (TMECC) Test Method 02.02-B, "Sample Sieving for Aggregate Size Classification", to meet the size gradations established in the U.S. Composting Council's "Seal of Testing Assurance" (STA) program, as follows.

Fine Compost shall meet the following gradation by dry weight:

	<u>Min.</u>	<u>Max.</u>
Percent passing 2"	100%	
Percent passing 1"	99%	100%
Percent passing 5/8"	90%	100%
Percent passing 1/4"	75%	100%

2. The pH shall be between 6.0 and 8.5 when tested in accordance with TMECC 04.11-A, "1:5 Slurry pH".
3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by TMECC 03.08-A "percent dry weight basis".
4. Minimum organic matter content shall be 40 percent by dry weight basis as determined by TMECC 05.07A, "Loss-On-Ignition Organic Matter Method".
5. Soluble salt contents shall be less than 4.0 mmhos/cm tested in accordance with TMECC 04.10-A, "1:5 Slurry Method, Mass Basis".
6. Maturity shall be greater than 80 percent in accordance with TMECC 05.05-A, "Germination and Vigor".
7. Stability shall be 7 or below in accordance with TMECC 05.08-B, "Carbon Dioxide Evolution Rate".
8. The compost product must originate a minimum of 65 percent by volume from recycled plant waste as defined in WAC 173-350-100 as "Type I Feedstocks." A maximum of 35 percent by volume of other approved organic waste as defined in WAC 173-350-100 as "Type III", including post-consumer food waste, but not including

biosolids, may be substituted for recycled plant waste. The Engineer may approve compost products containing up to 35 percent biosolids or manure feedstocks for specific projects or soil blends, but these feedstocks are not allowed unless specified, and not allowed in compost used for Bioretention Soils. The supplier shall provide written verification of feedstock sources.

9. Fine Compost shall have a carbon to nitrogen ratio of less than 25:1 as determined using TMECC 04.01 "Total Carbon" and TMECC 04.02D "Total Kjeldhal Nitrogen". The Engineer may specify a C:N ratio up to 35:1 for projects where the plants selected are entirely Puget Sound native species.
10. The Engineer may also evaluate compost for maturity using the Solvita Compost Maturity Test at time of delivery. Fine Compost shall score a number 6 or above on the Solvita Compost Maturity Test. Coarse Compost shall score a 5 or above on the Solvita Compost Maturity Test.

The compost supplier shall test all compost products within 90 Calendar Days prior to application. Samples shall be collected using the Seal of Testing Assurance (STA) sample collection protocol. The sample collection protocol can be obtained from U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741 Phone: 631-737-4931, www.compostingcouncil.org. The sample shall be sent to an independent STA Program approved laboratory. A copy of the approved independent STA Program laboratory test report shall be submitted to the Engineer prior to initial application of the compost. For compost to be used in Bioretention Soil the Contractor shall submit a sample of each type of compost to be used on the project to the Engineer at least 10 Working Days prior to placement. For other compost uses, the Engineer may request a sample prior to placement.

Compost for the approved rates listed above must be a Class A compost per Washington State Department of Ecology (Ecology) interim Compost Quality Guidelines ("composted material" defined in Washington Administrative Code (WAC) Chapter 173-350 Section 220). Products should be identified on the site development plans and recent product test sheets provided showing that they meet the above requirements.

Compost not conforming to the above requirements or taken from a source other than those tested and accepted shall be immediately removed from the project and replaced.

This soil mix meets Snohomish County infiltration treatment soil requirements, has a porosity of 40 percent and a measured infiltration rate of 6.0 inches per hour. A correction factor of 2 is applied to the soil mix where contributing areas are less than 5,000 square feet of pollution generating surface, less than 10,000 square feet of impervious area, and 3/4 acre of landscape area. Above these thresholds a correction factor of 4 is applied.

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(September 3, 2019)

STANDARD PLANS

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective September 3, 2019 is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1

B-10.60

DELETED

B-82.20

DELETED

B-90.40

Valve Detail – DELETED

C-1

Delete Note 1.

Revise Note 2 to read “Remove all rail washers, also called “Snow Load Rail Washers”, when encountered during raising beam guardrail work and the guardrail raising work requires removal of the rail.

Re-number all notes.

C-4b

DELETED

C-4e

DELETED

C-8a

Delete “Section A-A, Type 4 Detail

C-20.11

Delete Notes 1 & 2. Re-Number all notes.

Delete “ Snow Load Post Washer” and “Snow Load Rail Washer” details.

C-22.14

DELETED

C-22.16

Note 3, formula, was: "Elevation G = (Elevation S – D x (0.1) + 31" is revised to read:
"Elevation G = (Elevation S – D x (0.1) + 31/12"

C-40.14

DELETED

C-70.10

Sheet 1, Note 1 was - "1. PERMANENT INSTALLATION requirements: Embed barrier 3" (in) minimum; ..." is revised to read: "1. Installation requirements: Embed barrier 3" (in) minimum in asphalt or concrete; embed barrier 10" (in) minimum in soil; ..."

Sheet 1, existing Notes 2 and 4 are deleted. Existing Note 3 is renumbered to Note 2.

Sheet 1, add new Note 3, "3. See Sheet 2 for barrier with a 2'-10" reveal installed in asphalt or concrete. See Sheet 3 for barrier with a 3'-6" reveal installed in asphalt or concrete."

Sheet 2, the detail titled "3' – 6" BARRIER FOR USE WITH A 0" (IN) TO 5" (IN) MAX. GRADE SEPARATION" has the following changes:

1. The detail title is changed to "3' – 6" BARRIER FOR USE WITH A 0" (IN) TO 4" (IN) MAX. GRADE SEPARATION".
2. The callout "GRADE SEPARATION--5" MAX." is changed to "GRADE SEPARATION--4" MAX."

C-85.11

Add new Note 3 "3. Contact the HQ Bridge traffic barrier specialist before using this barrier placement plan for projects involving new or reconstructed bridges."

C-90.10

DELETED

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12

Section Title, was – "Depressed Curb Section" is revised to read: "Depressed Curb and Gutter Section"

F-10.40

"EXTRUDED CURB AT CUT SLOPE", Section detail - Deleted

F-10.42

DELETE – "Extruded Curb at Cut Slope" View

G-25.10

Key Note 3, second sentence, was – "For single-post installations, divide the (#2w/diamond shape symbol) post MAX. XYZ in half." Is revised to read: "For single-post installations, divide the two-post MAX. XYZ in half."

G-60.10

DELETED

G-60.20

DELETED

G-60.30

DELETED

G-70.10
DELETED

G-70.20
DELETED

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

J-10.21
Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22
Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”
Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”
Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”
Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.” is revised to read; “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”
Note 1, was – “...socket box mounting detail, see Standard Plan J-3b.” is revised to read to read: “...socket box mounting detail, see Standard Plan J-10.20.”
Note 6, was – “...See door hinge detail, Standard Plan J-3b.” is revised to read: “...See door hinge detail, Standard Plan J-10.20.”

J-20.26
Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY” IS REVISED TO

READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-81.10

Power Distribution Block Diagram, lower left corner, Sheet 1 of 3; Switch Pack 2; circuit 623 (T4-5) [middle ckt] is revised to read; circuit **622 (T4-5)**.

K-80.30
DELETED

K-80.35

Add New Note 1 – “1. The intended use of this plan is for the temporary installation of Type 2 concrete barrier (See Standard Plan C-8) on cement concrete pavement, bridge decks, or hot mix asphalt pavement.”

Re-number all notes.

Remove all references to Type F barrier shown on the Standard Plan.

K-80.37

Revise Note 1 to read: “1. The intended use of this plan is for the temporary installation of F-Shape NARROW BASE concrete barrier (See Standard Plan C-60.10) on cement concrete pavement, bridge decks.”

Replace all references stating “NARROW BASE, ALTERNATIVE TEMPORARY CONCRETE BARRIER SEGMENT” with “F-Shape NARROW BASE concrete barrier segment.”

M-3.50

Double-Left Turn Channelization (with Right Turn Pocket) view, dimension, upper left corner, “taper” dimension; callout – was “40’ if Posted Speed is 40 MPH or less 100’ if Posted Speed is more than 40 MPH” is revised to read; “See Contract”

M-5.10

Right-Turn Channelization view, dimension, upper right corner, “taper” dimension; callout – was “50’ MIN.” is revised to read; “See Contract”

M-24.50
DELETED

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00..... 8/7/07	A-40.00-008/11/09	A-50.30-00 11/17/08
A-10.20-00..... 10/5/07	A-40.10-047/31/19	A-50.40-00 11/17/08
A-10.30-00..... 10/5/07	A-40.15-008/11/09	A-60.10-03 12/23/14
A-20.10-00..... 8/31/07	A-40.20-041/18/17	A-60.20-03 12/23/14
A-30.10-00..... 11/8/07	A-40.50-0212/23/14	A-60.30-01 6/28/18
A-30.30-01..... 6/16/11	A-50.10-00 11/17/08	A-60.40-00 8/31/07
A-30.35-00..... 10/12/07	A-50.20-019/22/09	
B-5.20-02..... 1/26/17	B-30.50-032/27/18	B-75.20-02 2/27/18
B-5.40-02..... 1/26/17	B-30.70-042/27/18	B-75.50-01 6/10/08
B-5.60-02..... 1/26/17	B-30.80-012/27/18	B-75.60-00 6/8/06

B-10.20-02.....	3/2/18	B-30.90-02.....	1/26/17	B-80.20-00	6/8/06
B-10.40-01.....	1/26/17	B-35.20-00.....	6/8/06	B-80.40-00	6/1/06
B-10.70-00.....	1/26/17	B-35.40-00.....	6/8/06	B-85.10-01	6/10/08
B-15.20-01.....	2/7/12	B-40.20-00.....	6/1/06	B-85.20-00	6/1/06
B-15.40-01.....	2/7/12	B-40.40-02.....	1/26/17	B-85.30-00	6/1/06
B-15.60-02.....	1/26/17	B-45.20-01.....	7/11/17	B-85.40-00	6/8/06
B-20.20-02.....	3/16/12	B-45.40-01.....	7/21/17	B-85.50-01	6/10/08
B-20.40-04.....	2/27/18	B-50.20-00.....	6/1/06	B-90.10-00	6/8/06
B-20.60-03.....	3/15/12	B-55.20-02.....	2/27/18	B-90.20-00	6/8/06
B-25.20-02.....	2/27/18	B-60.20-01.....	6/28/18	B-90.30-00	6/8/06
B-25.60-02.....	2/27/18	B-60.40-01.....	2/27/18	B-90.40-01	1/26/17
B-30.10-03.....	2/27/18	B-65.20-01.....	4/26/12	B-90.50-00	6/8/06
B-30.15-00.....	2/27/18	B-65.40-00.....	6/1/06	B-95.20-01	2/3/09
B-30.20-04.....	2/27/18	B-70.20-00.....	6/1/06	B-95.40-01	6/28/18
B-30.30-03.....	2/27/18	B-70.60-01.....	1/26/17		
B-30.40-03.....	2/27/18				

C-1.....	6/28/18	C-20.15-02	6/11/14	C-40.18-03	7/21/17
C-1a.....	7/14/15	C-20.18-02	6/11/14	C-60.10-00	8/22/19
C-1b.....	7/14/15	C-20.19-02	6/11/14	C-70.10-01	6/17/14
C-1d.....	10/31/03	C-20.40-06	7/21/17	C-75.10-01	6/11/14
C-2c.....	6/21/06	C-20.41-01	7/14/15	C-75.20-01	6/11/14
C-4f.....	7/2/12	C-20.42-05	7/14/15	C-75.30-01	6/11/14
C-6a.....	10/14/09	C-20.45.01.....	7/2/12	C-80.10-01	6/11/14
C-7.....	6/16/11	C-22.16-06	7/21/17	C-80.20-01	6/11/14
C-7a.....	6/16/11	C-22.40-06	7/21/17	C-80.30-01	6/11/14
C-8.....	2/10/09	C-22.45-03	7/21/17	C-80.40-01	6/11/14
C-8a.....	7/25/97	C-23.60-04	7/21/17	C-80.50-00	4/8/12
C-8b.....	2/29/16	C.24.10-01.....	6/11/14	C-85.10-00	4/8/12
C-8e.....	2/21/07	C-25.20-06	7/14/15	C-85.11-00	4/8/12
C-8f.....	6/30/04	C-25.22-05	7/14/15	C-85.14-01	6/11/14
C-16a.....	7/21/17	C-25.26-03	7/14/15	C-85.15-01	6/30/14
C-20.10-04	7/21/17	C-25.30-00	6/28/18	C-85.16-01	6/17/14
C-20.11-00.....	7/21/17	C-25.80-04	7/15/16	C-85.18-01	6/11/14
C-20.14-03	6/11/14	C-40.16-02	7/2/12	C-85.20-01	6/11/14

D-2.04-00	11/10/05	D-2.48-00	11/10/05	D-3.17-02	5/9/16
D-2.06-01	1/6/09	D-2.64-01	1/6/09	D-4	12/11/98
D-2.08-00	11/10/05	D-2.66-00	11/10/05	D-6	6/19/98
D-2.14-00	11/10/05	D-2.68-00	11/10/05	D-10.10-01	12/2/08
D-2.16-00	11/10/05	D-2.80-00	11/10/05	D-10.15-01	12/2/08
D-2.18-00	11/10/05	D-2.82-00	11/10/05	D-10.20-01	8/7/19
D-2.20-00	11/10/05	D-2.84-00	11/10/05	D-10.25-01	8/7/19
D-2.32-00	11/10/05	D-2.86-00	11/10/05	D-10.30-00	7/8/08
D-2.34-01	1/6/09	D-2.88-00	11/10/05	D-10.35-00	7/8/08
D-2.36-03	6/11/14	D-2.92-00	11/10/05	D-10.40-01	12/2/08
D-2.42-00	11/10/05	D-3.09-00	5/17/12	D-10.45-01	12/2/08
D-2.44-00	11/10/05	D-3.10-01	5/29/13		

D-2.60-00 11/10/05	D-3.11-03..... 6/11/14	
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D-2.46-01 6/11/14	D-3.16-02 5/29/13	
E-1 2/21/07	E-4 8/27/03	
E-2 5/29/98	E-4a 8/27/03	
F-10.12-03 6/11/14	F-10.62-02..... 4/22/14	F-40.15-03 6/29/16
F-10.16-00 12/20/06	F-10.64-03..... 4/22/14	F-40.16-03 6/29/16
F-10.18-01 7/11/17	F-30.10-03..... 6/11/14	F-45.10-02 7/15/16
F-10.40-03 6/29/16	F-40.12-03..... 6/29/16	F-80.10-04 7/15/16
F-10.42-00 1/23/07	F-40.14-03..... 6/29/16	
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K-70.20-01 6/1/16
 K-80.10-01 6/1/16
 K-80.20-00 12/20/06
 K-80.35-00 2/21/07
 K-80.37-00 2/21/07

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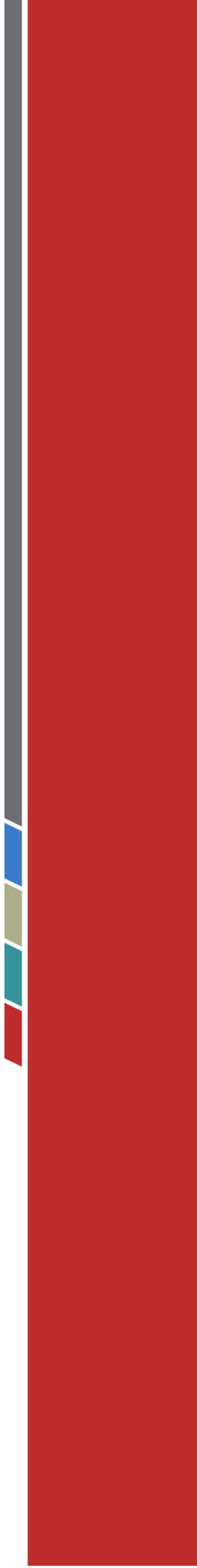
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M-9.50-02	6/24/14	M-24.66-00	7/11/17		
M-9.60-00	2/10/09	M-40.10-03	6/24/14		

END OF STANDARD PLANS

END OF DIVISION 9

Appendix A

Contract Plans



THE TULALIP TRIBES

TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS

TULALIP RESERVATION
SNOHOMISH COUNTY

PROJECT NO. 2019-808

STANDARD SPECIFICATIONS:
WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE,
AND MUNICIPAL CONSTRUCTION 2020

GOVERNING AGENCY CONTACTS:

TULALIP TRIBES
CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE
8802 27TH AVE NE
TULALIP, WA 98271
(360) 716-5024
CONTACT: DEBRA BRAY

TULALIP TRIBES
COMMUNITY DEVELOPMENT
6406 MARINE DR.
TULALIP, WA 98271
(360) 716-4214
CONTACT: GUS TAYLOR

TULALIP TRIBES
TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)
6406 MARINE DR.
TULALIP, WA 98271
(360) 716-4441, (360) 716-4751
CONTACT: SUMMER WHITE (MANAGER)
ROBERT HENDERSON

OWNER:

THE TULALIP TRIBES
8802 27TH AVE NE
TULALIP, WA 98271
(360) 716-4600

ENGINEER:

PARAMETRIX
719 2ND AVENUE, SUITE 200
SEATTLE, WA 98104
(206) 394-3700
CONTACT: HAPPY LONGFELLOW

UTILITIES:

FRONTIER COMMUNICATIONS
1800 41st STREET
EVERETT, WA 98201
ATTN: CHUCK ROBERTS
(425) 261-8888

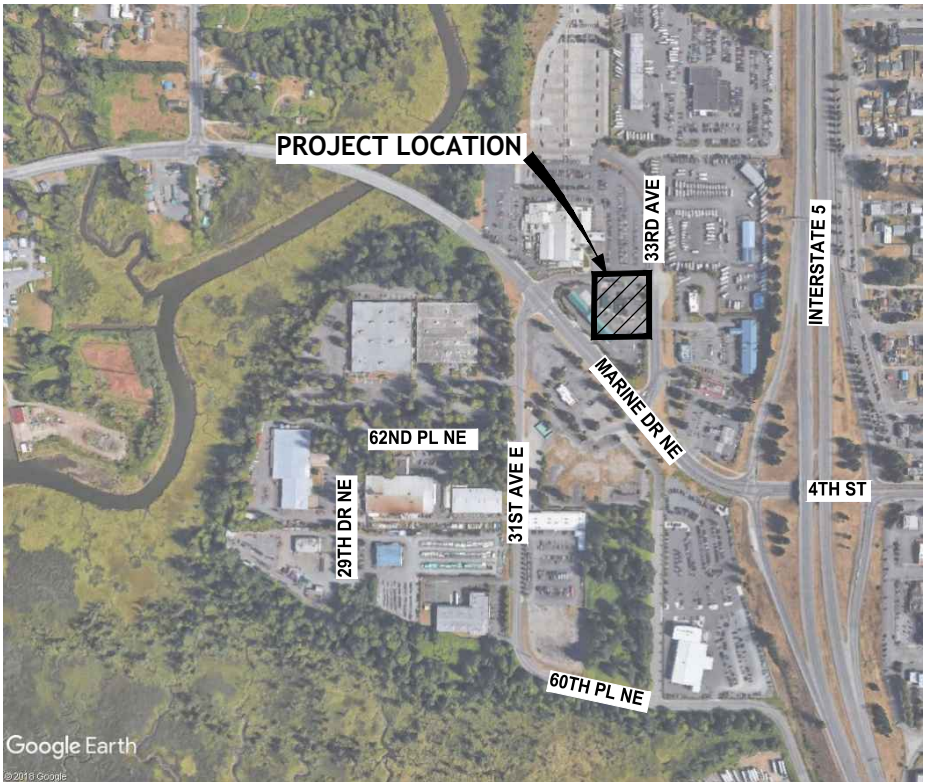
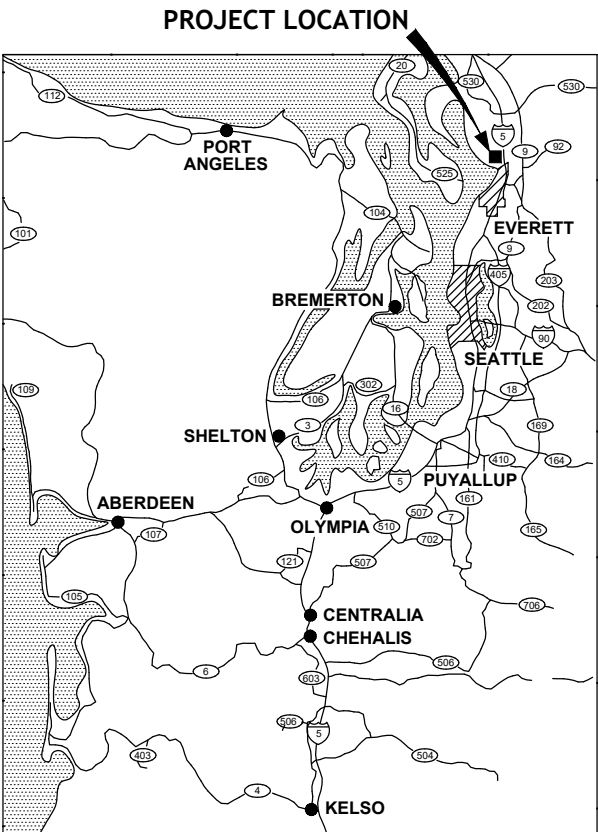
SNOHOMISH COUNTY PUBLIC UTILITIES DISTRICT (PUD)
210 E DIVISION STREET
ARLINGTON, WA 98223
ATTN: NICK FADICH
(360) 435-7500

TULALIP BROADBAND (CABLE)
8825 QUIL CEDA BOULEVARD, SUITE O
TULALIP, WA 98271
ATTN: RICHARD BROWN
(360) 716-3277

TULALIP TECHNOLOGY DATA SERVICES
8825 QUIL CEDA BOULEVARD, SUITE O
TULALIP, WA 98271
ATTN: TRAVIS HILL
(360) 716-5128

VERIZON
OSP ENGINEERING
PO BOX 1003
EVERETT, WA 98200
ATTN: TIM RENNICK
(425) 263-4034

PUGET SOUND ENERGY (GAS)
PO BOX 97034
BELLEVUE, WA 98004
ATTN: JEANNE COLEMAN
(425) 463-6550



DRAWING INDEX		
DWG NO.	SHT NO.	SHEET TITLE
GENERAL	G1	COVER SHEET, DRAWING INDEX, LOCATION AND VICINITY MAPS
	G2	LEGEND, ABBREVIATIONS, AND GENERAL NOTES
	G3	SURVEY CONTROL
CIVIL	C1	DEMOLITION & TESC PLAN
	C2	CIVIL SITE PLAN
	C3	GRADING DETAILS
	C4	ROADWAY AND UTILITY DETAILS
	C5	CHANNELIZATION PLAN
LANDSCAPE	LS1	LANDSCAPE PLAN
	LS2	LANDSCAPE DETAILS



10/03/2019

Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
P 253.604.6600
WWW.PARAMETRIX.COM

PROJECT NAME
THE CONSOLIDATED BOROUGH
OF QUIL CEDA VILLAGE
TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS
TULALIP, WASHINGTON

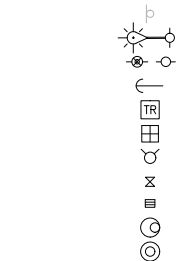
COVER SHEET, DRAWING INDEX,
LOCATION AND VICINITY MAPS

DRAWING NO.
1 OF 10

G1

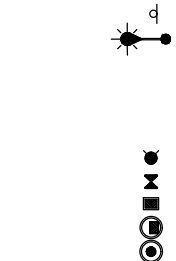


EXISTING:



LEGEND:

PROPOSED:



DESCRIPTION:

SIGN
STREET LIGHT
POWER POLE
GUY ANCHOR
TELEPHONE RISER
WATER METER
HYDRANT
GATE VALVE
CATCH BASIN TYPE 1
CATCH BASIN TYPE 2
SANITARY SEWER MANHOLE

INLET PROTECTION PER
WSDOT STD PLAN I-40.20-00

ABBREVIATIONS:

(AB)	DELTA
AC	ABANDONED
ADS	ASPHALT CONCRETE
AP	ADVANCED DRAINAGE SYSTEM
AVE	ANGLE POINT
BOR	AVENUE
BOW	BOTTOM OF RAMP
BP	BACK OF WALK
BVC	BEGIN POINT
¢, C/L	BEGIN VERTICAL CURVE
C	CENTER LINE
C#	CUT
CB	CURVE NUMBER
CEM	CATCH BASIN
CF, CUFT	CEMENT
CFS	CUBIC FEET
CG	CUBIC FEET PER SECOND
CH	CLEARING AND GRUBBING
CL	CHANNELIZATION
CMP	CLASS
CO, C.O.	CORRUGATED METAL PIPE
CON	CLEANOUT
CONC	CONIFER
CONN	CONCRETE
CONST	CONNECT, CONNECTION
CPEP	CONSTRUCTION
CR	CORRUGATED POLYETHYLENE PIPE
CS	CURB RAMP
CSBC	CONSTRUCTION STAGING
CSTC	CRUSHED SURFACING BASE COURSE
CY	CRUSHED SURFACING TOP COURSE
D	CUBIC YARD
DEC	DEPTH
DET	DECIDUOUS
DI	DETAIL
DIA	DUCTILE IRON
DM	DIAMETER
DW	DEMOLITION
DWG	DRIVEWAY
E	DRAWING
EL, ELEV	EAST / EASTING / ELECTRICAL
EOP	ELEVATION
EP	EDGE OF PAVEMENT
ESC	END POINT
EX	EROSION / SEDIMENTATION CONTROL
EVC	EXISTING
	END VERTICAL CURVE

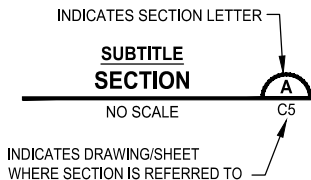
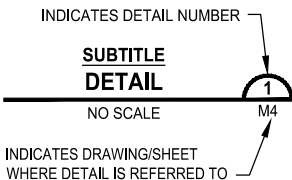
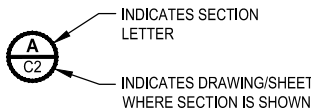
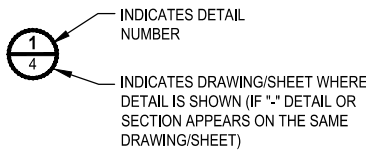
FL	FILL
FM	FLOWLINE
FO	FORCEMAIN
FOC	FIBEROPTIC
G	FACE OF CURB
GAL	GAS / GENERAL
GR	GALLON
H	GRADING
HMA	HORIZONTAL / HEIGHT
HT	HOT MIX ASPHALT
HYD	HEIGHT
ID.I.D.	HYDRANT
IE	INSIDE DIAMETER
IN	INVERT ELEVATION
INCL	INCH
IR	INCLUDING
JB	IRRIGATION
L#	JUNCTION BOX
L	LINE NUMBER
LF	LENGTH
LP, L.P.	LINEAR FEET
LS	LOW POINT
LT	LANDSCAPE
MAX	LEFT
MDD	MAXIMUM
MH	MAXIMUM DRY DENSITY
MIN	MANHOLE
MPH	MINIMUM
MWS	MILES PER HOUR
N	MODULAR WETLAND SYSTEM
N/A	NORTH, NORTHING
NE	NOT APPLICABLE
N.I.C.	NORTHEAST
NO.	NOT IN CONTRACT
NST	NUMBER
NW	NO STEEPER THAN
OC, O.C.	NORTHWEST
OD, O.D.	ON CENTER
OP	OUTSIDE DIAMETER
PC	OVERHEAD POWER
PCC	POINT OF CURVATURE
PED	POINT OF COMPOUND CURVATURE
PG	PEDESTRIAN
PI	PERFORMANCE GRADE
PL	POINT OF INTERSECTION
PRC	PROPERTY LINE / PLACE
	POINT OF REVERSE CURVATURE


PRO	PROFESSIONAL
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY, POINT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RBT	ROUNDABOUT
RD	RADIUS / ROAD / ROADWAY
REQ'D	REQUIRED
RPM	RAISED PAVEMENT MARKING
RS	ROADWAY SECTION
RT	RIGHT
R/W	RIGHT OF WAY
SD	STORM DRAINAGE
SE	SOUTHEAST
SS	SANITARY SEWER
ST	STREET
STA	STATION
STD	STANDARD
SW	SOUTHWEST
T	TELEPHONE
TBC	TOP BACK OF CURB
TDS	TRIBAL DATA SERVICES
TESC	TEMPORARY EROSION AND SEDIMENTATION CONTROL
TOR	TOP OF RAMP
TWP	TULALIP WATER PIPELINE
Typ	TYPICAL
V/VERT	VERTICAL
VC	VERTICAL CURVE
W	WATER / WEST / WIDTH
W/	WITH
WM	WATER METER
WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
X-ING	CROSSING

GENERAL NOTES:

1. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REQUIRED IN ACCORDANCE WITH THE APPROVED PLANS AND ALL TULALIP TRIBES AND FEDERAL REGULATIONS.
2. THE IMPLEMENTATION OF THESE ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.
3. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
4. THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS OR VIOLATE APPLICABLE WATER STANDARDS.
5. THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
6. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
7. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 48 HOURS FOLLOWING A MAJOR STORM EVENT.
8. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.
9. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
10. COMPLY WITH ALL OTHER PERMITS AND OTHER REQUIREMENTS BY THE COUNTY, TRIBES, OR OTHER GOVERNING AUTHORITY OR AGENCY AS MAY BE APPLICABLE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD MANUAL. PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE COUNTY FOR POSSIBLE APPROVAL. NO WORK SHALL COMMENCE UNTIL ALL APPROVED TRAFFIC CONTROL IS IN PLACE. WORK SHALL CEASE WHEN TRAFFIC CONTROL FAILS TO MEET MINIMUM REQUIREMENTS.
12. ALL CURB AND GUTTER, STREET GRADES, SIDEWALK GRADES, AND ANY OTHER VERTICAL AND/OR HORIZONTAL ALIGNMENT SHALL BE STAKED BY AN ENGINEERING OR SURVEYING FIRM CAPABLE OF PERFORMING SUCH WORK. SUCH FIRMS SHALL BE CURRENTLY LICENSED IN THE STATE OF WASHINGTON TO PERFORM SUCH WORK.
13. WHERE NEW ASPHALT JOINS EXISTING, THE EXISTING ASPHALT SHALL BE CUT TO A NEAT VERTICAL EDGE AND TACKED WITH ASPHALT EMULSION TYPE CSS 1 IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE NEW ASPHALT SHALL BE FEATHERED BACK OVER EXISTING TO PROVIDE FOR A SEAL AT THE SAW CUT LOCATION AND THE JOINT SEALED WITH GRADE AR-400W PAVING ASPHALT. A SAND BLANKET SHALL BE APPLIED TO THE SURFACE TO MINIMIZE "TRACKING" OF SAME.
14. FORM AND SUBGRADE INSPECTION BY THE OWNER IS REQUIRED BEFORE POURING CONCRETE. A MINIMUM TWO (2) WORKING DAYS NOTICE ARE REQUIRED TO BE PROVIDED TO THE INSPECTOR FOR FORM INSPECTION.
15. ALL STREETS, CURB AND GUTTERS, SIDEWALKS, AND ASSOCIATED APPURTENANCES SHALL BE CLEANED TO THE SATISFACTION OF THE COUNTY PRIOR TO FINAL ACCEPTANCE.
16. CALL UNDERGROUND LOCATE LINE AT 1-800-424-5555 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATIONS.

DETAIL AND SECTION DESIGNATION



	REVISIONS	DATE	BY	DESIGNED J. HILLYARD
				DRAWN J. JOHNSON
				CHECKED M. WILDE
				APPROVED H. LONGFELLOW

FILE NAME
PS1598108-G1
JOB No.
544-1598-108
DATE
OCTOBER 2019



10/03/2019



1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
P 253.604.6600
WWW.PARAMETRIX.COM

PROJECT NAME

**THE CONSOLIDATED BOROUGH
OF QUIL CEDA VILLAGE
TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS
TULALIP, WASHINGTON**

LEGEND, ABBREVIATIONS, AND GENERAL NOTES


DRAWING NO.
2 OF 10

G2

PLAN

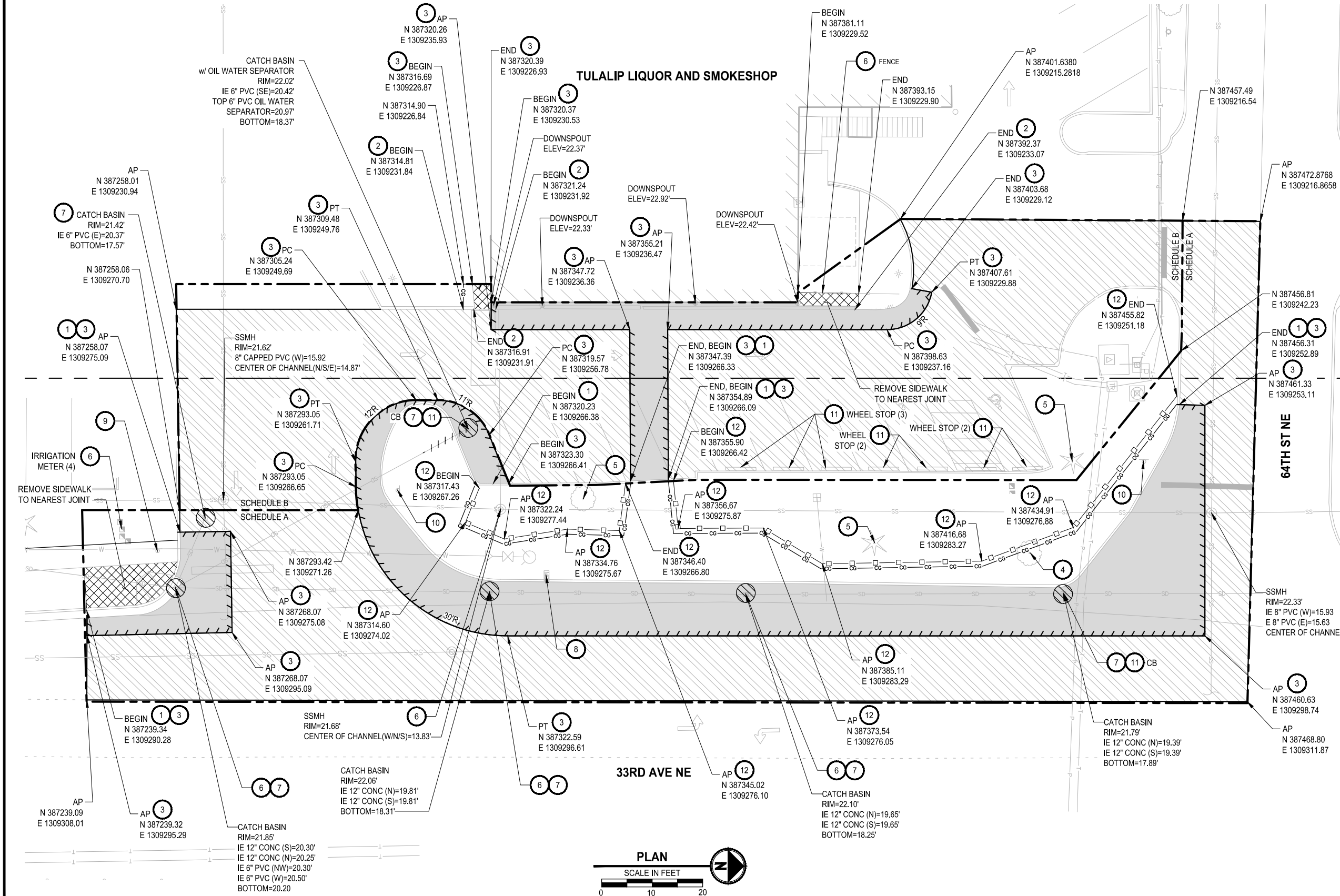
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G3




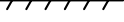
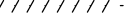






1. FOR ADJUSTING UTILITIES TO GRADE, SEE SHEET C2
2. SILT FENCE LOCATIONS NOTED ARE APPROXIMATELY 1' OUTSIDE CLEARING AND GRUBBING LIMITS.
3. ALL LANDSCAPE AREAS OUTSIDE OF SILT FENCE LIMITS SHOWN SHALL BE PROTECTED. ANY RESTORATION TO AREAS OUTSIDE OF SILT FENCE LIMITS SHOWN SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. BID ITEMS SHALL BE PAID FOR ACCORDING TO SCHEDULE LIMITS SHOWN.

DEMOLITION AND TESC NOTES:

- 1 REMOVING CEMENT CONC. CURB AND GUTTER
- 2 REMOVING CEMENT CONC. EXTRUDED CURB
- 3 SAWCUT
- 4 REMOVE EXISTING TREE
- 5 PROTECT EXISTING TREE TO REMAIN
- 6 PROTECT EXISTING STRUCTURE TO REMAIN
- 7 INLET PROTECTION PER WSDOT STD PLAN I-40.20-00
- 8 REMOVE AND RELOCATE MAILBOX. SEE SHEET C2 FOR NEW LOCATION
- 9 REMOVE AND RELOCATE SIGN. SEE SHEET C5 FOR NEW LOCATION
- 10 REMOVE AND REPLACE SIGN
- 11 REMOVE EXISTING STRUCTURE
- 12 SILT FENCE PER WSDOT STD PLAN I-30.15-02

DEMOLITION AND TESC LEGEND:

- | | |
|---|---|
|  | REMOVING ASPHALT CONC. PAVEMENT |
|  | REMOVING CEMENT CONC. SIDEWALK |
|  | PLANING 2" BITUMINOUS PAVEMENT |
|  | SAWCUT |
|  | REMOVE PIPE |
|  | CLEARING AND GRUBBING LIMITS |
|  | SILT FENCE PER WSDOT STD PLAN I-30.15-02 |
| 4.93'  | INLET PROTECTION PER WSDOT STD PLAN I-40.20-00 |
|  | SCHEDULE A / SCHEDULE B
BOUNDARY DELINEATION |

▷	REVISIONS	DATE	BY	DESIGNED J. HILLYARD
				DRAWN J. JOHNSON
				CHECKED M. WILDE
				APPROVED H. LONGFELLOW

ONE INCH AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

FILE NAME	PS1598108-C1
JOB No.	544-1598-108
DATE	OCTOBER 2019



10/03/2019



PROJECT NAME

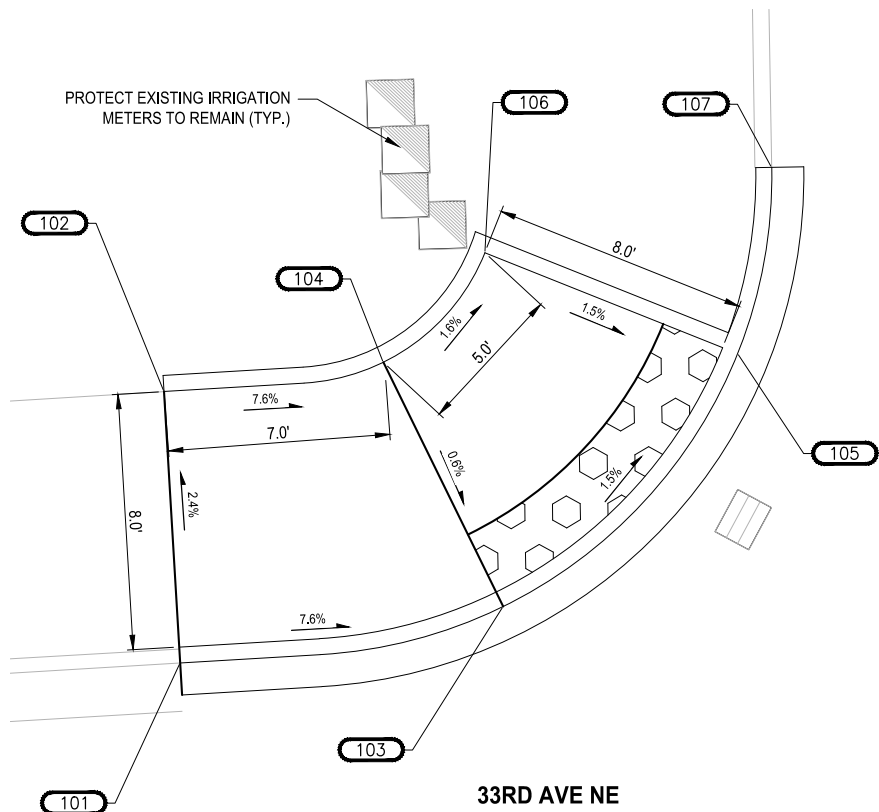
**THE CONSOLIDATED BOROUGH
OF QUIL CEDA VILLAGE
TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS
TULALIP, WASHINGTON**

DEMOLITION AND TESC PLAN

AWING NO.
4 OF 10

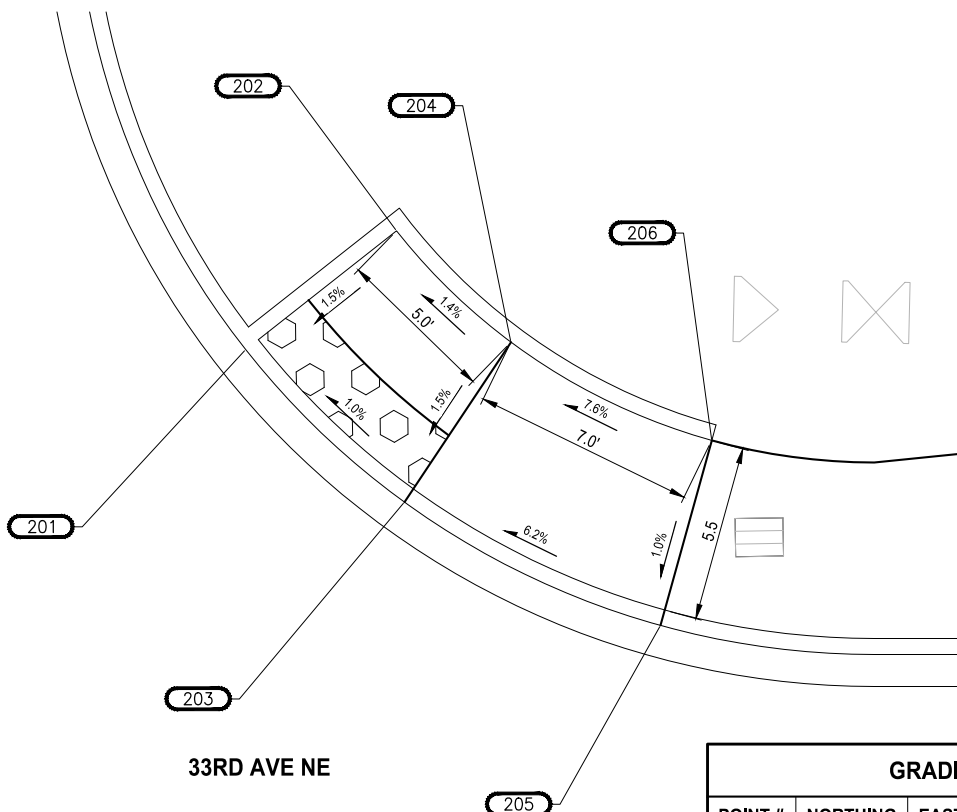
C1

PATH: U:\PSO\Projects\Clients\1598-Tulalip\Tribes\554-1598-101-QRoadwayImprovements\Infrastr\995\scs\CADD\DWG\Smoke Shop
LAYOUT: C3
PLOTTED BY: hillyjen DATE: Wednesday, October 2, 2019 4:55:18 PM



**CURB RAMP 1
DETAIL**
NO SCALE

GRADING POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
101	387239.34	1309290.28	22.41	FL, BOR, MATCH EX
102	387238.97	1309281.79	22.69	BOR, MATCH EX
103	387249.46	1309288.67	22.11	FL, FOR, FOL
104	387245.84	1309280.98	22.16	FOR, BOL
105	387256.91	1309280.89	21.95	FL, PC, FOL
106	387249.06	1309277.61	22.08	BOL, PC
107	387258.07	1309275.09	21.93	BOL, PT

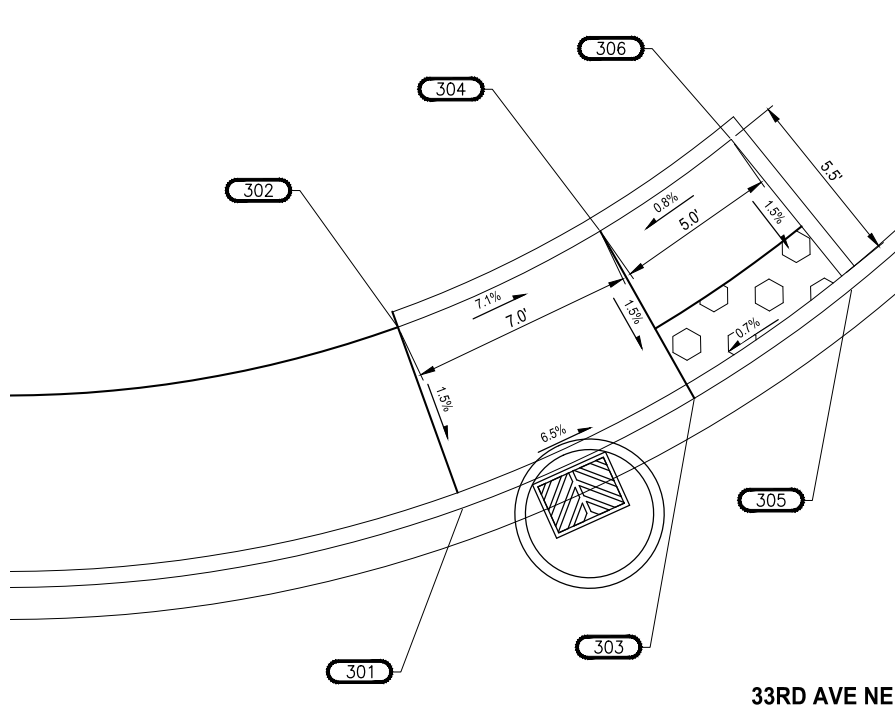


**CURB RAMP 2
DETAIL**
NO SCALE

GRADING POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
201	387303.18	1309281.78	21.93	FL, FOL
202	387307.95	1309278.14	22.02	AP, BOL
203	387308.06	1309286.62	22.00	FL, FOL, FOR
204	387311.47	1309281.68	22.09	BOL, FOR
205	387316.01	1309290.60	22.06	FL, BOR
206	387317.70	1309284.84	22.61	BOR

- GENERAL NOTES:**
- NORTHINGS AND EASTINGS ARE TO THE FLOWLINE WHERE NOTED
 - RAMP GRADING POINTS REPRESENT ONE METHOD TO MEET APPLICABLE STANDARD PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE FIELD ADJUSTMENTS AS NECESSARY TO ENSURE RAMPS MEET ALL ACCESSIBILITY REQUIREMENTS.

- ABBREVIATIONS:**
- AP ANGLE POINT
 - BOL BACK OF LANDING
 - BOR BACK OF RAMP
 - FL FLOWLINE
 - FOL FRONT OF LANDING
 - FOR FRONT OF RAMP
 - PC POINT OF CURBATURE
 - PT POINT OF TANGENCY



**CURB RAMP 3
DETAIL**
NO SCALE

GRADING POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
301	387428.02	1309290.75	21.89	FL, BOR
302	387426.07	1309285.07	22.46	BOR
303	387435.30	1309287.44	21.87	FL, FOL, FOR
304	387432.43	1309282.17	21.96	FOR, BOL
305	387440.27	1309284.09	21.91	FL, FOL
306	387436.57	1309279.37	22.00	AP, BOL

HORIZONTAL LINE/CURVE TABLE				FLOW LINE ELEVATION				
NUMBER	RADIUS	LENGTH	DELTA/BEARING	BEGIN	1/4	1/2	3/4	END
C1	15.0	22.93	87.58	22.28'		22.03'		21.93'
C2	5.0	5.93	67.90	22.03'		21.98'		21.93'
C3	8.0	12.70	90.98	21.89'		21.80'		21.77'
C4	25.0	38.85	89.04	21.78'	21.87'	21.96'	22.04'	22.11'
C5	42.0	97.78	133.39	22.04'	21.87'	21.93'	22.01'	22.33'
L1		3.37	S0° 09' 23.52"W	22.36'				22.30'
L2		7.97	S68° 48' 17.89"W	22.30'		22.17'		22.03
L3		3.21	S0° 54' 09.50"W	21.93'				21.89'
L4		2.93	N89° 55' 23.99"E	21.77'		21.76'		21.78'
L5		91.07	N0° 53' 03.50"E	22.11'	22.24'	22.19'	22.12'	22.04'
L6		4.38	N2° 30' 04.19"W	22.41'		22.35'		22.28'

NOTE: ELEVATIONS ARE GIVEN AT BOTTOM FACE OF CURB/FLOW LINE. SEE SHEET C2 FOR ROADWAY IMPROVEMENTS.

REVISIONS	DATE	BY	DESIGNED J. HILLYARD
			DRAWN J. JOHNSON
			CHECKED M. WILDE
			APPROVED H. LONGFELLOW

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PROJECT NAME

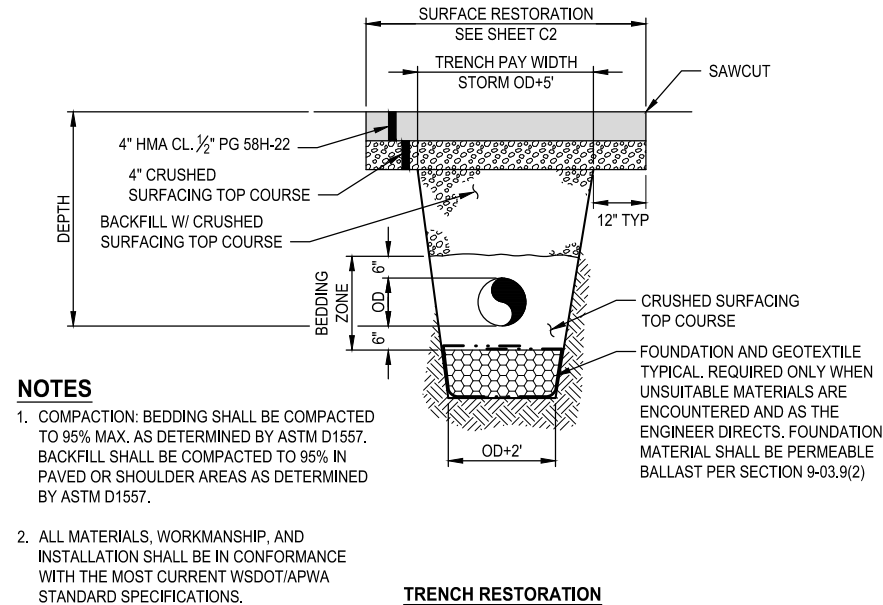
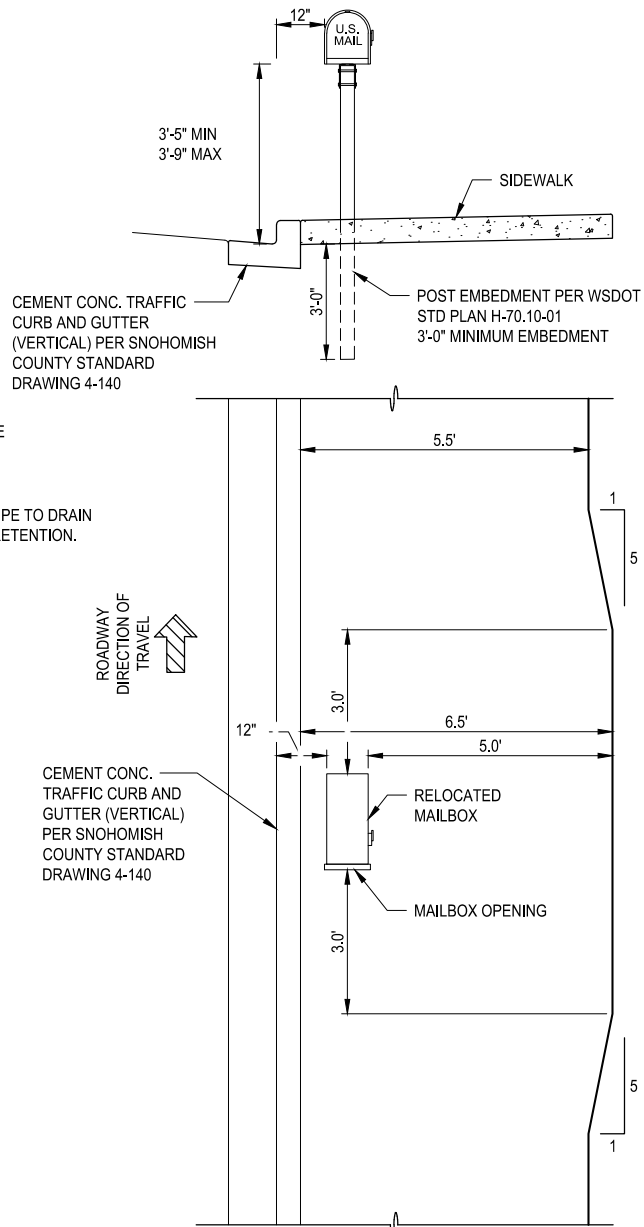
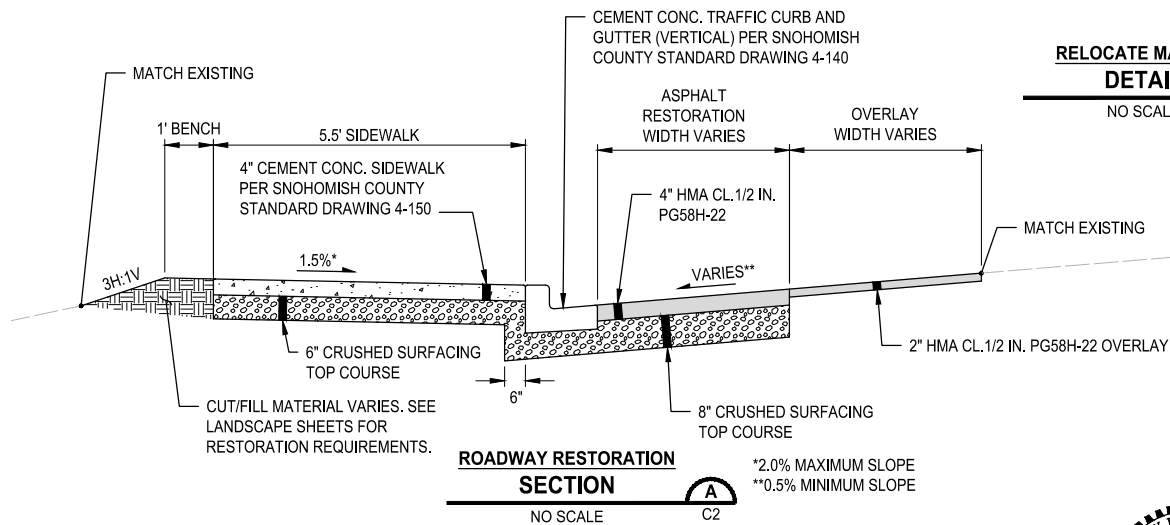
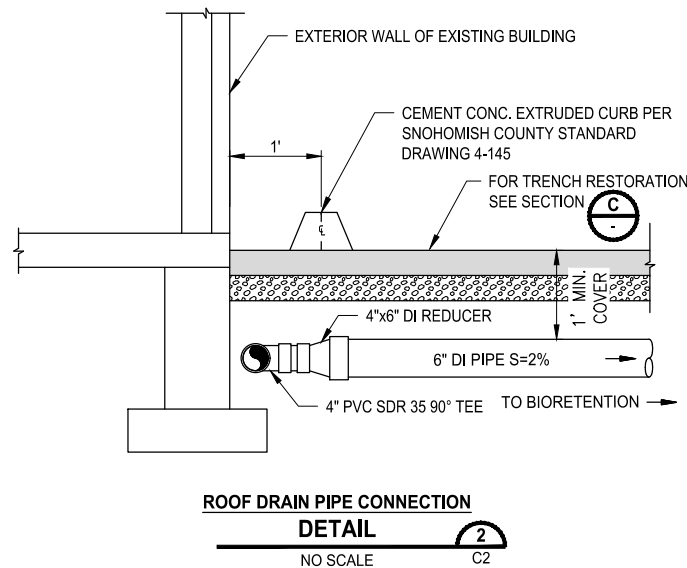
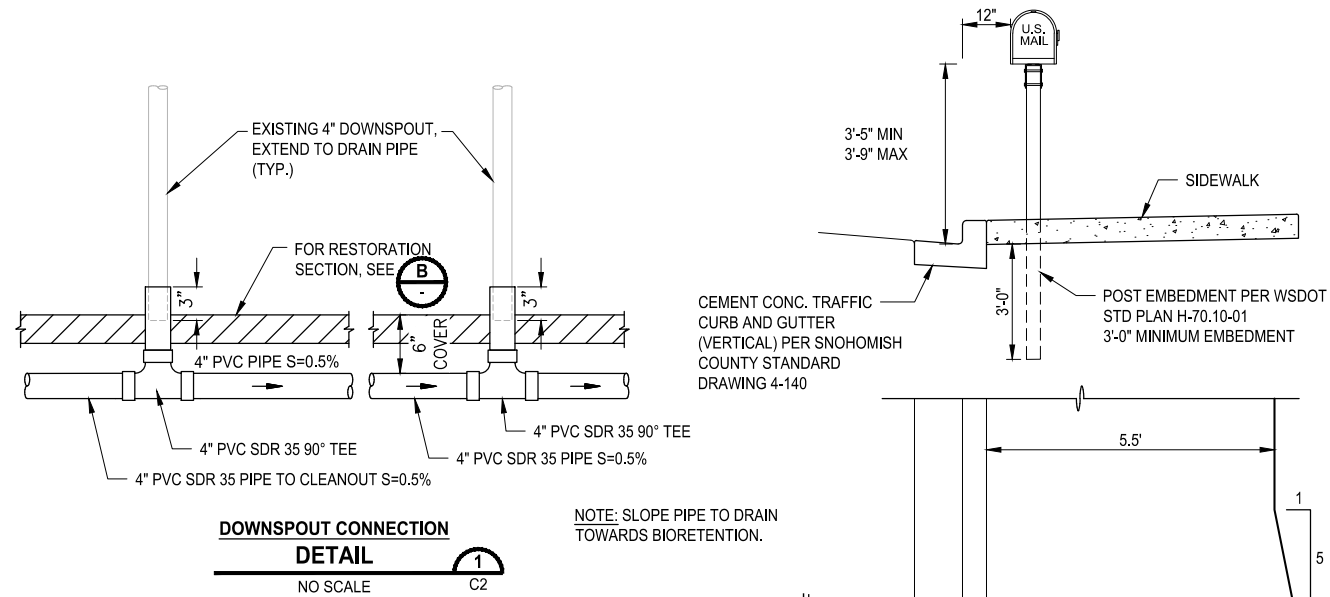
**THE CONSOLIDATED BOROUGH
OF QUIL CEDA VILLAGE
TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS**
TULALIP, WASHINGTON

GRADING DETAILS

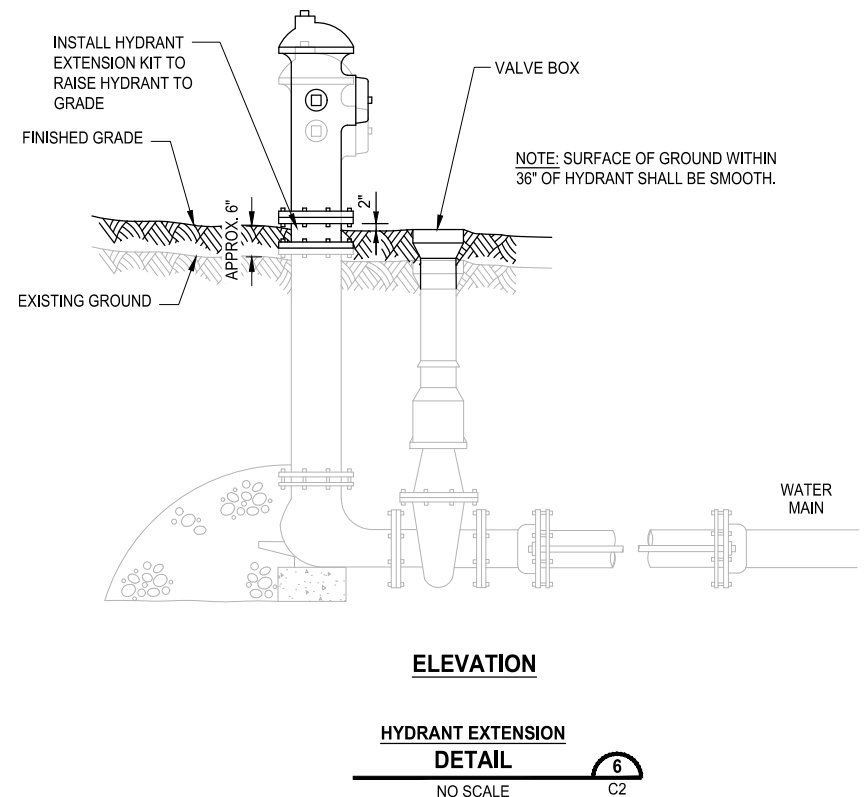
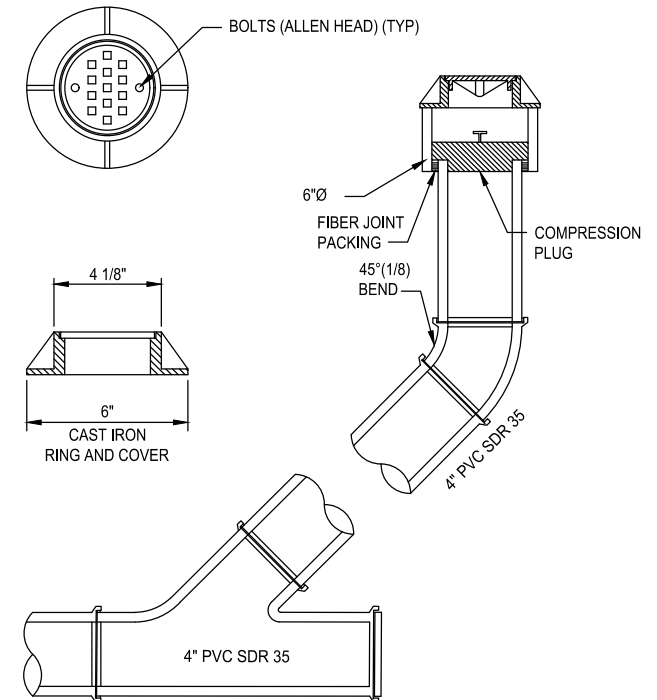
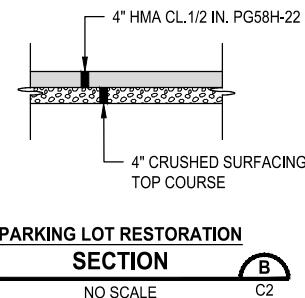
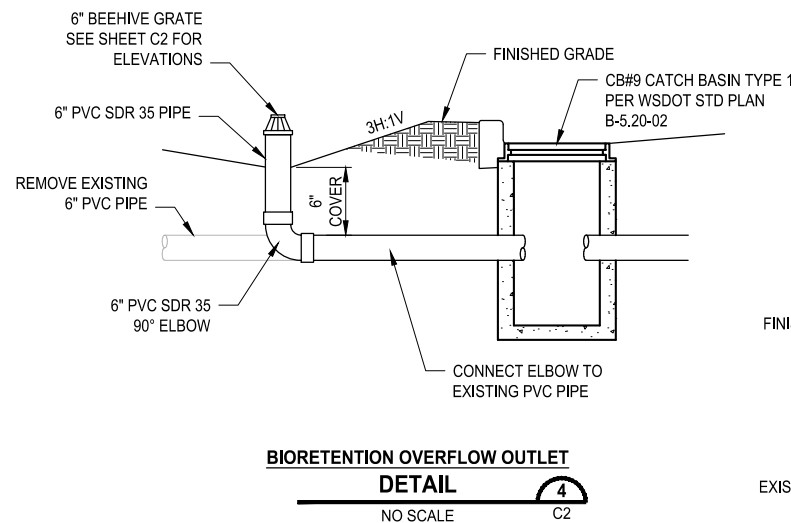
DRAWING NO.
6 OF 10

C3

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- NOTES**
1. COMPACTION: BEDDING SHALL BE COMPACTED TO 95% MAX. AS DETERMINED BY ASTM D1557. BACKFILL SHALL BE COMPACTED TO 95% IN PAVED OR SHOULDER AREAS AS DETERMINED BY ASTM D1557.
 2. ALL MATERIALS, WORKMANSHIP, AND INSTALLATION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT WSDOT/APWA STANDARD SPECIFICATIONS.



REVISIONS	DATE	BY	DESIGNED
			J. HILLYARD
			DRAWN
			J. JOHNSON
			CHECKED
			M. WILDE
			APPROVED
			H. LONGFELLOW

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TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS
TULALIP, WASHINGTON

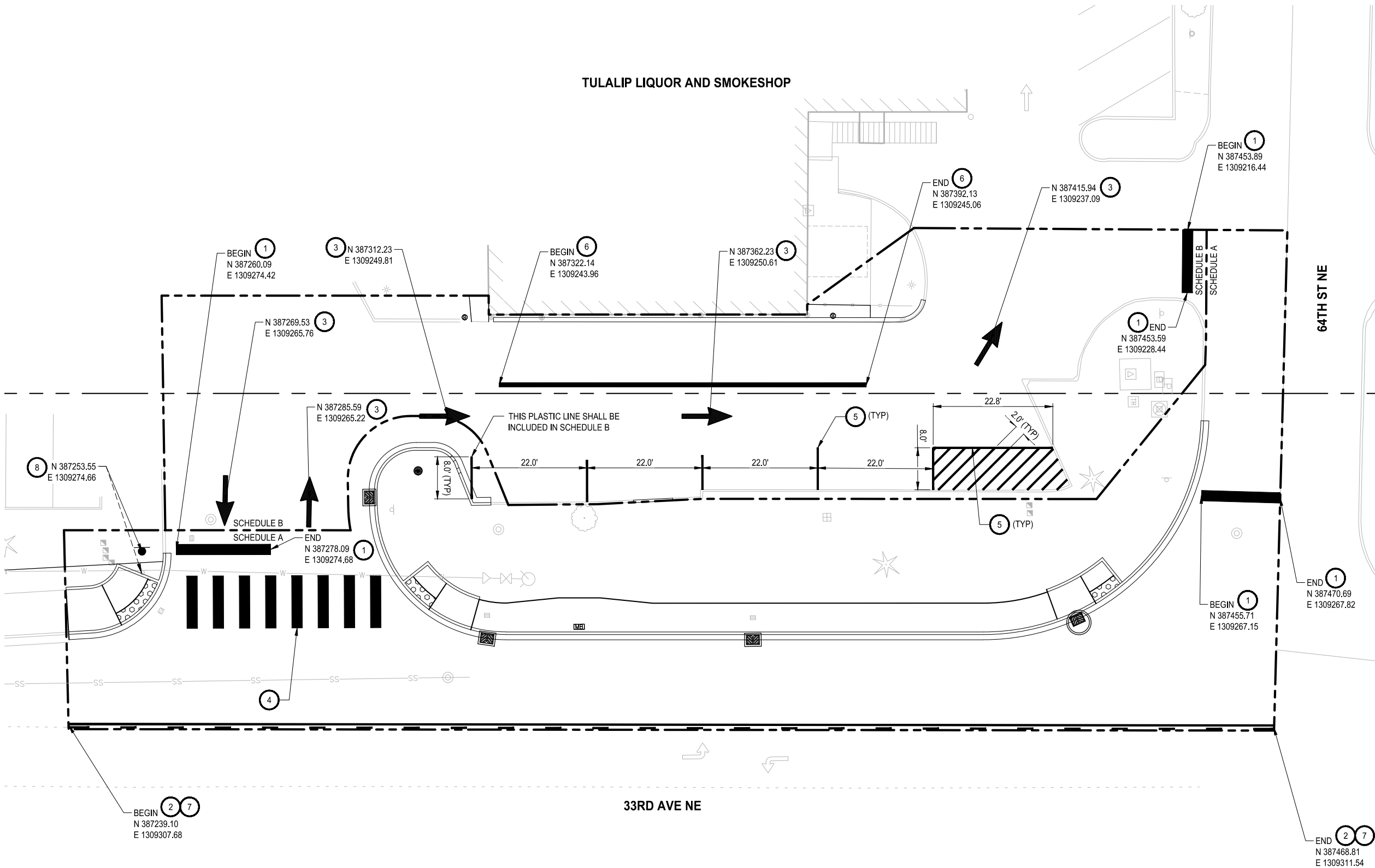
ROADWAY AND UTILITY DETAILS

DRAWING NO.
7 OF 10

C4

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TULALIP LIQUOR AND SMOKESHOP



GENERAL NOTES:

- BID ITEMS SHALL BE PAID FOR ACCORDING TO SCHEDULE LIMITS SHOWN.

CHANNELIZATION NOTES:

- 24" PLASTIC STOP LINE PER SNOHOMISH COUNTY STD DRAWING 7-100
- RPM TWO-WAY LEFT TURN LANE LINE PER SNOHOMISH COUNTY STD DRAWING 7-040
- PLASTIC TRAFFIC ARROW (THROUGH LANE-USE) PER SNOHOMISH COUNTY STD DRAWING 7-130
- WHITE PLASTIC CROSSWALK LINE PER SNOHOMISH COUNTY STD DRAWING 7-110
- WHITE 4" PLASTIC EDGE LINE PER SNOHOMISH COUNTY STD DRAWING 7-070
- WHITE 10" PLASTIC WALKWAY LINE PER SNOHOMISH COUNTY STD DRAWING 7-070
- MATCH EXISTING CHANNELIZATION
- RELOCATE EXISTING STOP SIGN

LEGEND:

- SCHEDULE A / SCHEDULE B
--- BOUNDARY DELINEATION

PLAN
SCALE IN FEET
0 10 20



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THE CONSOLIDATED BOROUGH
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TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS
TULALIP, WASHINGTON

CHANNELIZATION PLAN

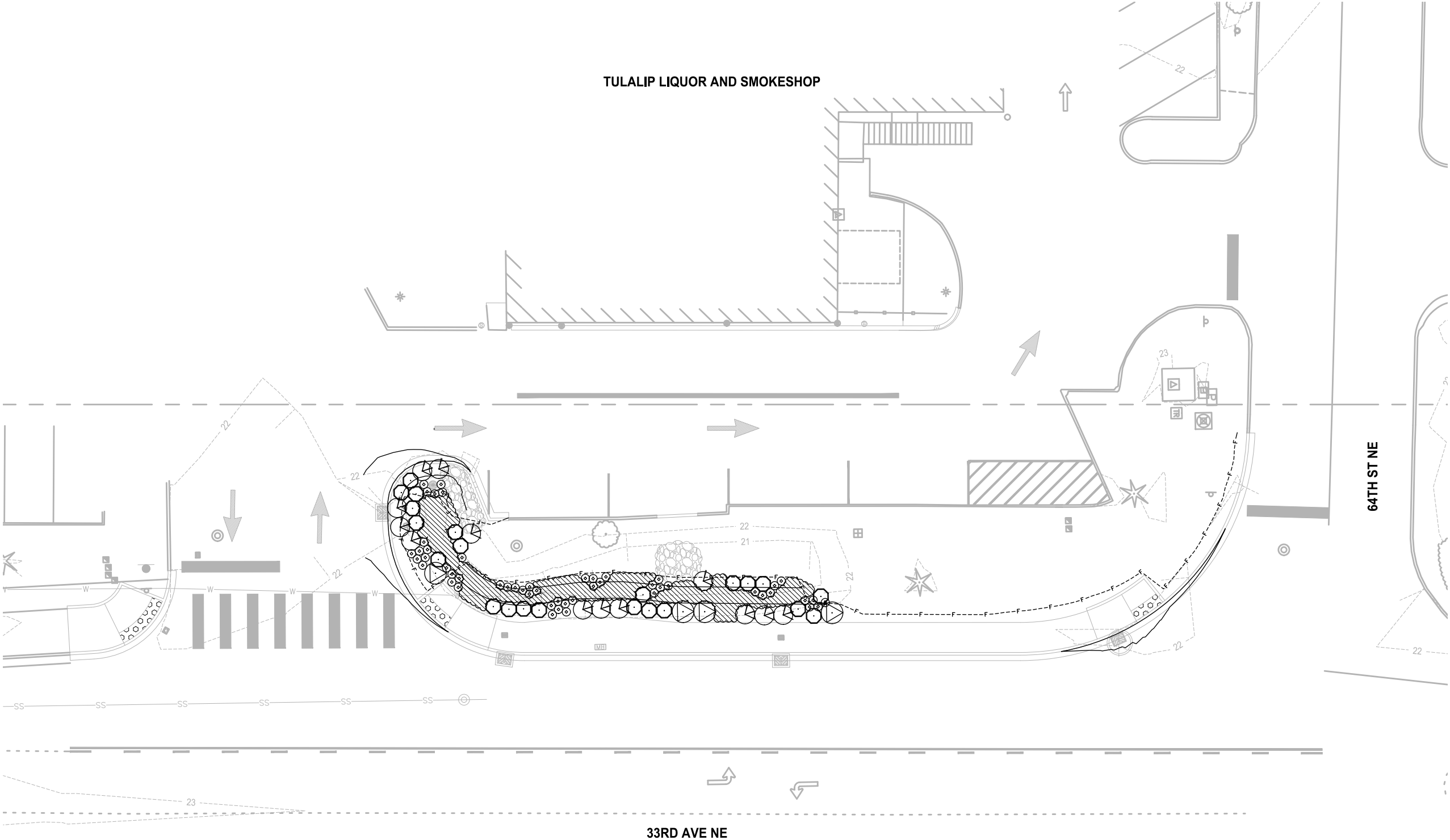
DRAWING NO.
8 OF 10

C5

REVISIONS	DATE	BY	DESIGNED
			J. HILLYARD
			DRAWN
			J. JOHNSON
			CHECKED
			M. WILDE
			APPROVED
			H. LONGFELLOW

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PATH: \\parametrix.com\yma\PSO\Projects\Clients\1598-Tulalip Tribes\554-1598-101 OFW\improvements\frst\99Svcs\CADD\DWG\Smoke Shop
LAYOUT: LS1
PLOTTED BY: bailey DATE: Thursday, October 3, 2019 8:50:37 AM



- NOTES:**
- SEE SHEET LS2 FOR PLANTING DETAILS AND LANDSCAPE NOTES.
 - IMPACTED BIORETENTION AREA SHALL BE RESTORED WITH 18" MINIMUM DEPTH APPROVED SOIL AMENDMENT.
 - ALL DISTURBED LANDSCAPE AREAS NOT WITHIN BIORETENTION SWALE SHALL RECEIVE 6" UNIFORM DEPTH APPROVED IMPORTED TOPSOIL TYPE 'A'.
 - ALL DISTURBED LANDSCAPE AREAS SHALL RECEIVE 3" UNIFORM DEPTH APPROVED BARK MULCH.
 - CONTRACTOR TO MATCH CULTIVARS OF EXISTING PLANTS FOR NEW PLANT MATERIAL.
 - EXISTING IRRIGATION SYSTEMS SHALL BE UTILIZED AND ADJUSTED AS NECESSARY TO PROVIDE ADEQUATE WATERING DURING INITIAL ESTABLISHMENT PERIOD, THEREBY INCREASING THE PLANT SURVIVAL RATE. WORK REQUIRED TO MAKE ADJUSTMENTS TO THE EXISTING IRRIGATION SYSTEM SHALL BE PAID FOR UNDER THE BID ITEM "RESOLUTION OF UTILITY CONFLICTS".

- LEGEND:**
- COMPACT OREGON GRAPE
3.5' O.C.
 - SNOWBERRY
4' O.C.
 - 'KELSEY' REDTWIG DOGWOOD
2.5' O.C.
 - PACIFIC COAST IRIS
18" O.C.
 - DAGGERLEAF RUSH
2' O.C. 50% OF MIX
 - SMALL-FRUITED BULRUSH
2' O.C. 50% OF MIX
 - 6" DEPTH ROCK FOR EROSION AND SCOUR PROTECTION CLASS A- WASHED 4"-6" ROUNDED RIVER ROCK AT ALL CURB CUTS AND ALL PIPE INLET/OUTLET LOCATIONS

REVISIONS	DATE	BY	DESIGNED
			D. BAILEY
			DRAWN
			D. BAILEY
			CHECKED
			D. SANDENO
			APPROVED
			H. LONGFELLOW

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PROJECT NAME

**THE CONSOLIDATED BOROUGH
OF QUIL CEDA VILLAGE
TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS**

TULALIP, WASHINGTON

LANDSCAPE PLAN

DRAWING NO.
9 OF 10

LS1

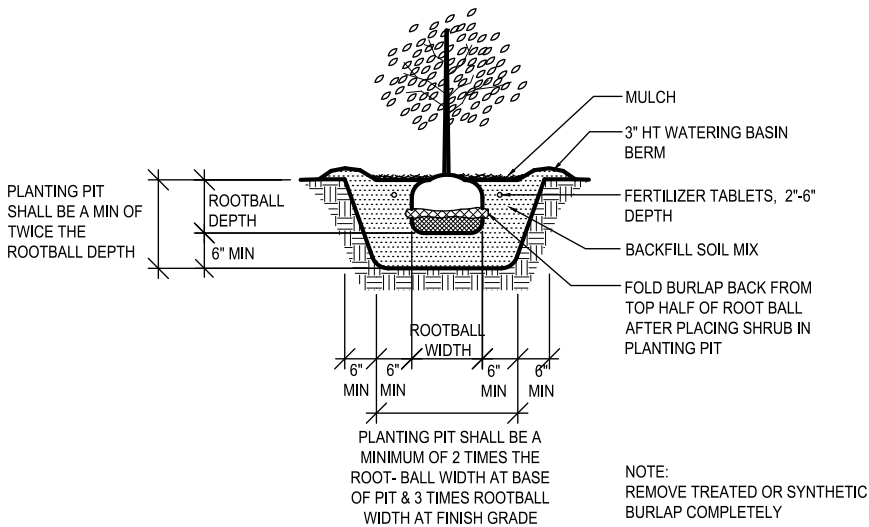
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LAYOUT: LS2
PLOTTED BY: baileyd DATE: Thursday, October 3, 2019 8:50:06 AM

PLANT MATERIAL LIST

QTY.	BOTANICAL NAME	COMMON NAME	SIZE & SPACING
22	CORNUS SERICEA 'KELSEYII'	'KELSEY' REDTWIG DOGWOOD	2 GAL. CONT. @ 3' O.C.
52	IRIS DOUGLASIANA	DOUGLAS IRIS	1 GAL. CONT. @ 1.5' O.C.
45	JUNCUS ENSIFOLIUS	DAGGERLEAF RUSH	1 GAL. CONT. @ 2' O.C.
13	MAHONIA AQUIFOLIUM 'COMPACTA'	COMPACT OREGON GRAPE	2 GAL. CONT. @ 5' O.C.
45	SCIRPUS MICROCARPUS	SMALL-FRUITED BULRUSH	2 GAL. CONT. @ 2' O.C.
4	SYMPHORICARPOS ALBUS	COMMON SNOWBERRY	2 GAL. CONT. @ 4' O.C.

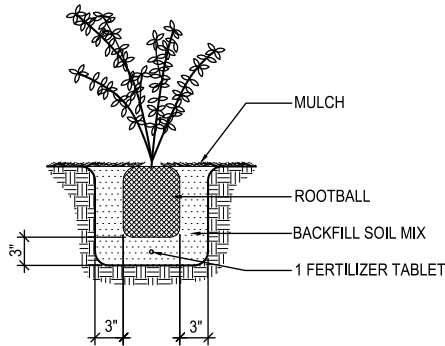
GENERAL LANDSCAPE NOTES:

- REFER TO THIS SHEET FOR PLANT INSTALLATION DETAILS.
- ALL WORK SHALL BE PERFORMED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- CONTRACTOR IS REQUIRED TO VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR A THOROUGH CLEAN-UP FOR HIS/HER RESPECTIVE WORK, DAILY AND AT PROJECT CLOSE-OUT.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING IMPROVEMENTS INCLUDING EXISTING IRRIGATION SYSTEM. DAMAGE TO THE EXISTING IMPROVEMENTS AND/OR EXISTING IRRIGATION SYSTEM BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AND/OR QUALIFIED INSTALLERS/TRADES ACCEPTABLE TO THE SOLE SATISFACTION OF THE CONSTRUCTION OBSERVER AND AT NO COST TO THE OWNER.
- INSTALL 6" DEPTH APPROVED IMPORTED TOPSOIL TYPE 'A' IN ALL DISTURBED LANDSCAPE AREAS OUTSIDE OF BIORETENTION SWALE.
- IMPACTED BIORETENTION AREA SHALL RECEIVE 18" DEPTH APPROVED SOIL AMENDMENT. SEE SPECIFICATION FOR MORE INFORMATION.
- PLANT MATERIALS SHALL MEET STANDARDS SET FORTH IN THE LATEST EDITION OF THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARD (ANSI Z60.1) AND WASHINGTON STATE STANDARDS FOR NURSERY STOCK ORDER NO. 1627. ALL PLANT MATERIALS SHALL HAVE SUFFICIENT ROOT DEVELOPMENT TO ASSURE SURVIVAL AND HEALTHY GROWTH. CONTAINER GROWN PLANT MATERIALS ARE REQUIRED TO HAVE SUFFICIENT ROOT GROWTH TO HOLD THE SOIL INTACT WHEN REMOVED FROM THE CONTAINER, BUT SHALL NOT BE ROOT BOUND.
- PLANT LIST QUANTITIES ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN LIST WITH PLAN CALL-OUTS AND INSTALLING PLANTINGS PER THE LANDSCAPE PLAN. GROUNDCOVER QUANTITIES SHALL BE ADJUSTED AS REQUIRED FOR FIELD CONDITIONS AT THE SPECIFIC SPACING.
- PRIOR TO BARK PLACEMENT, ALL SHRUB BED AREAS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE. FOLLOW ALL MANUFACTURER'S APPLICATION INSTRUCTIONS. PREEMERGENT HERBICIDE SHALL BE ELANCO XL2G OR APPROVED EQUAL.
- MULCH SHALL BE INSTALLED TO DEPTH OF 3 INCHES IN ALL DISTURBED LANDSCAPE AREAS. PRIOR TO MULCH PLACEMENT GRADE SHALL BE BROUGHT TO A UNIFORM LINE WITH NO SURFACE IRREGULARITIES. WATERING BERMS AROUND PLANTS SHALL BE HAND COMPACTED AND OF A SMOOTH AND EVEN GRADE PRIOR TO MULCH PLACEMENT. MULCH SHALL BE WATER-COMPACTED UPON PLACEMENT.
- NO SUBSTITUTIONS SHALL BE CONSIDERED FOR PLANTS OR OTHER MATERIALS DURING THE BIDDING PROCESS.
- CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE HAS BEEN GRANTED. OWNER SHALL THEN ASSUME ALL RESPONSIBILITIES FOR MAINTAINING ALL PLANTS IN A HEALTHY GROWING CONDITION FOR THE LIFE OF THIS PROJECT.
- LANDSCAPE MATERIALS & QUANTITIES WILL BE FIELD ADJUSTED TO FIT ACTUAL CONDITIONS, IF NECESSARY. COORDINATE LANDSCAPE CONSTRUCTION AND REVIEWS W/ OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL HYDROSEED ALL AREAS DISTURBED DURING CONSTRUCTION.
- ALL STREET TREES LOCATED IN PLANTER SHALL HAVE PRESSURE TREATED BARRIERS. SEE DETAIL ON THIS SHEET FOR MORE INFORMATION. INSTALL PER MANUFACTURER'S SPECIFICATIONS.



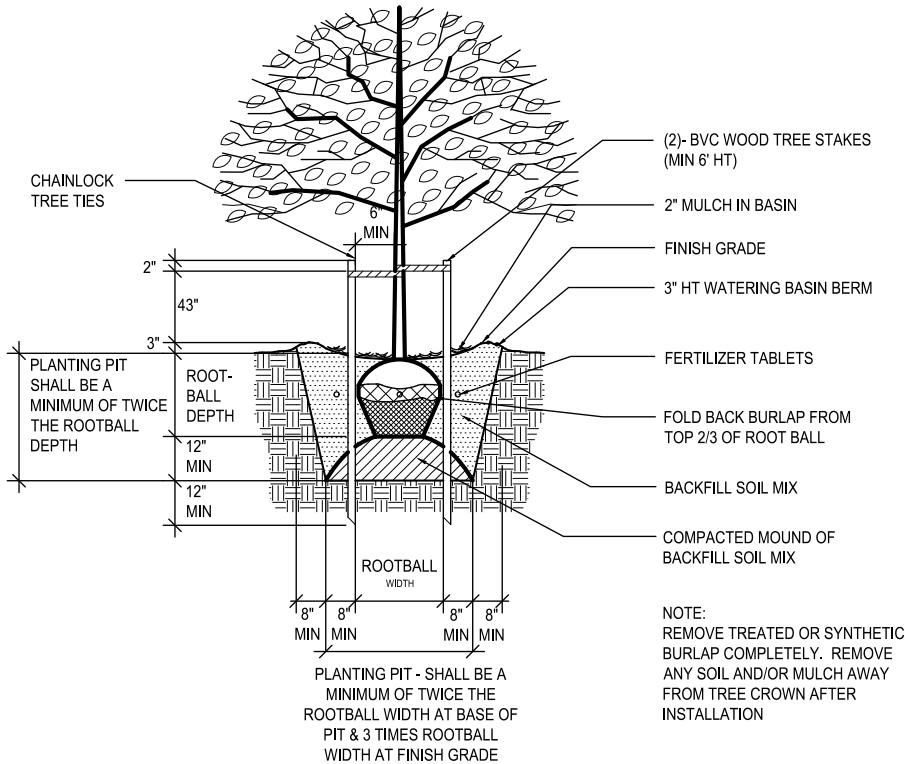
(CONTAINER/B & B)
SHRUB PLANTING DETAIL

NO SCALE



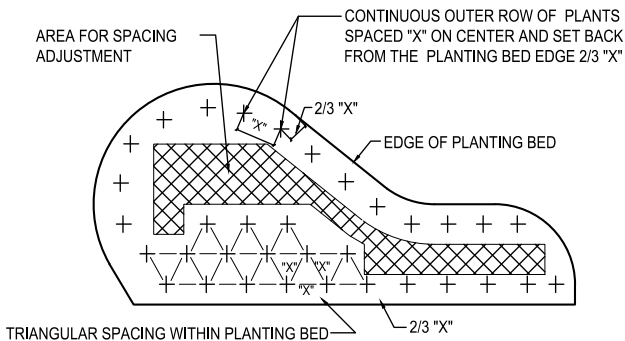
(2" & 4" POTS)
GROUNDCOVER PLANTING DETAIL

NO SCALE



TREE PLANTING AND STAKING DETAIL

NO SCALE



SPECIFIED PLANT SPACING="X"

INDIVIDUAL PLANTS REPRESENTED AS: +

PLANT SPACING DETAIL

NO SCALE

REVISIONS	DATE	BY	DESIGNED
			D. BAILEY
			DRAWN
			D. BAILEY
			CHECKED
			D. SANDENO
			APPROVED
			H. LONGFELLOW

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PROJECT NAME
THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE TULALIP SMOKE SHOP DRIVEWAY IMPROVEMENTS TULALIP, WASHINGTON

LANDSCAPE DETAILS

DRAWING NO. 10 OF 10
LS2