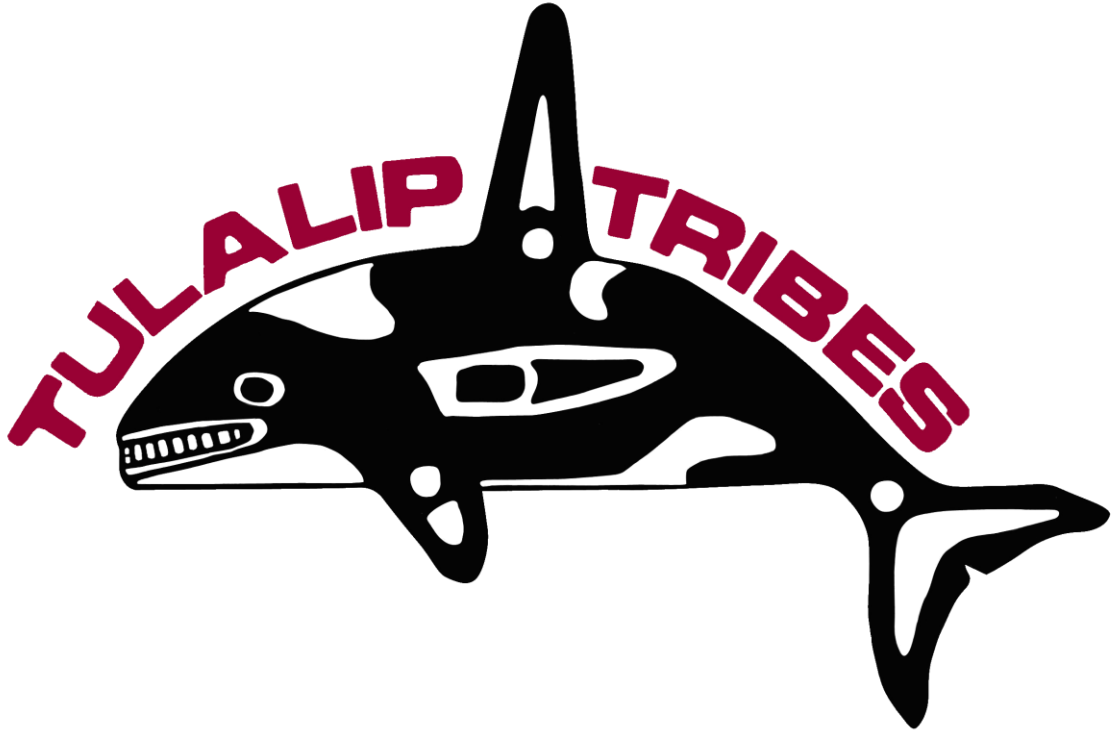


The Tulalip Tribes of Washington



Valve Can Lid Repair and Maintenance

Bid Solicitation No. 2020-101

Contract Documents

October 2020

Valve Can Lid Repair and Maintenance

Bid Solicitation No. 2020-101

Contract Documents

Prepared for

The Tulalip Tribes
8802 27th Avenue NE
Tulalip, WA 98271-9694

Prepared by

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October 2020

CITATION

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Prepared by Parametrix, Puyallup, Washington.
October 2020.

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.



10/5/2020

Prepared by John Lewis Wright III, P.E.

Checked by Randolph Scot Raymond, P.E.

Approved by Happy Longfellow, P.E.

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Division 0

Bidding Requirements, Contract Forms,
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The Tulalip Tribes of Washington

Notice to Bidders

Sealed bid proposals will be received by The Tulalip Tribes of Washington, at the 116th Street NE Job Shack Site located at 11404 - 34th Avenue NE, Tulalip, WA for the following Project:

BID SOLICITATION NUMBER 2020-101

The Valve Can Lid Repair and Maintenance Project in accordance with the Drawings and Specifications prepared by: Parametrix 253-394-3649, hlongfellow@parametrix.com. The Construction Manager for the Project is Christina Parker, 306.913.4205, christinaparker@tulaliptribes-nsn.gov.

The Valve Can Lid Repair and Maintenance project will include replacing and repairing existing utility structures on the Tulalip Reservation, including but not limited to locating and adjusting sanitary sewer manholes to grade; locating, adjusting, assessing, and repairing existing water valve boxes; adjusting existing fire hydrants, replacing existing guard posts; locating and adjusting existing survey monuments; and associated traffic control and surface restoration in accordance with these Specifications and the Plans. Work is located on the following roads within the Tulalip Reservation: Mission Beach Road, Totem Beach Road, Old Tulalip Road, Mission Avenue, 64th Street NW, 70th Street NW, Totem Beach Loop Road, Marine Drive NW, Walter Mises Jr Drive, Turk Drive, Percival Road, Waterworks Road, Hermosa Beach Road NW, Potlach Beach Road, 6th Ave NW, Meridian Ave N, 14th Avenue NE, 27th Ave NE, Sandra Madison Loop Road, Levi Lamont Road, 81st Street NE, 30th Drive NE, 24th Avenue NE, 88th Street NE, 29th Avenue NE, as further described in the Plans.

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

Sealed bids will be received for: The Valve Can Repair and Maintenance Project until October 27, 2020, at 2:00 p.m. at which time all bids will be opened and read aloud at the 116th Street NE Job Shack Site. All required bid documentation shall be submitted to the 116th Street NE Job Shack Site, by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

Plans, specifications, addenda, bidders list, and plan holders list for this project are available Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "General Contractors", and "Tulalip Tribes - Public Works". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors and is protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency's consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

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The Tulalip Tribes of Washington

CONFIDENTIALITY AGREEMENT

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

I / we, the undersigned, have been provided certain confidential and proprietary information ("Confidential Information") regarding the Tulalip Tribes of Washington for the Project identified as The Valve Can Lid Repair and Maintenance Project Bid Solicitation No. 2020-101 ("Project"). "Confidential Information" shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

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

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

Agreed to and accepted:

Signature:

Title:

Printed Name:

DATE: _____

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The Tulalip Tribes of Washington

INSTRUCTIONS TO BIDDERS

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

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

ARTICLE 1 – CONTRACT INFORMATION

1.1 PROJECT BID REQUIREMENTS

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

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

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

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

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

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

1.2 NOT USED.

1.3 GIVING NOTICE

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

1.4 USE OF FACSIMILE TRANSMISSION

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

ARTICLE 2 - BIDDING PROCEDURES

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

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

2.2 PRE-BID MEETING

- 2.2.1 No Pre-Bid meeting will be held.

2.3 INTERPRETATION

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

2.4 STANDARDS

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

2.5 NOT USED.

2.6 BID FORM

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

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

2.7 REQUIRED SUBMITTALS WITH BID FORM

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

2.8 UNIT PRICES

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

2.9 CHANGE IN THE BID AMOUNT

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

2.10 COPIES OF THE DRAWINGS AND SPECIFICATIONS

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

ARTICLE 3 – BID OPENING AND CONSIDERATION OF BIDS

3.1 DELIVERY OF BIDS

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

3.2 BID OPENING

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

3.3 BID OPENING EXTENSION

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

3.4 BID EVALUATION CRITERIA

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

3.5 BID EVALUATION PROCEDURE

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

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

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

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

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

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

3.6 REJECTION OF BID BY THE TULALIP TRIBES OF WASHINGTON

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

3.7 NOTICE OF INTENT TO AWARD

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

ARTICLE 4 – WITHDRAWAL OF BID

4.1 WITHDRAWAL PRIOR TO BID OPENING

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

4.2 WITHDRAWAL AFTER BID OPENING

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

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

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

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

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

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

4.3 REFUSAL BY TULALIP TRIBES OF WASHINGTON TO ACCEPT WITHDRAWAL

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

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

4.4 REFUSAL BY BIDDER TO PERFORM

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

4.5 EFFECT OF WITHDRAWAL

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

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

ARTICLE 5 – BID ESTIMATE

5.1 BID TOTALS

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

5.2 SUBSTANTIALLY LOW BID

- 5.2.1 No Bidder shall be responsible if the Bidder's bid is more than twenty (20) percent below the median of all higher bids received for a Contract where the estimate is \$100,000 or more, and no Bidder shall be responsible if the Bidder's bid is more than twenty-five (25) percent below the median of all higher bids received for a Contract where the estimate is less than \$100,000, unless the following procedures are followed.
- 5.2.1.1 The Construction Manager and the Engineer conduct an interview with the Bidder to determine what, if anything, has been overlooked in the bid, and to analyze the process planned by the Bidder to complete the Work. The Construction Manager and the Engineer shall submit a written summary of the interview to the Tulalip Tribes of Washington.
- 5.2.1.2 The Tulalip Tribes of Washington reviews and approves the Bidder's responsibility pursuant to paragraph IB 3.5.8.
- 5.2.1.3 The Construction Manager notifies the Bidder's Surety, if applicable, in writing that the Bidder with whom the Tulalip Tribes of Washington intends to enter a Contract submitted a bid determined to be substantially lower than the median of all higher bids.

ARTICLE 6 – BID GUARANTY AND CONTRACT BOND

6.1 BID GUARANTY

- 6.1.1 The Bidder must file with the bid a Bid Guaranty, payable to the Tulalip Tribes of Washington, in the form of either:
- 6.1.1.1 The signed Bid Guaranty and Contract Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or
- 6.1.1.2 The signed Bid Proposal Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or
- 6.1.1.3 A cashier's check in the amount of five (5) percent of the Base Bid plus add Alternates.
- 6.1.1.4 If Bidder elects to file with the bid a Bid Guaranty under paragraph IB 6.1.1.3 Bidder shall also file with the bid a signed Statement of Intended Surety contained in the Contract Documents.
- 6.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Tulalip Tribes of Washington and shall serve as an assurance that the Bidder will, upon acceptance of the bid, comply with all conditions precedent for execution of the Contract Form, within the time specified in the Contract Documents. Any Bid Guaranty must be payable to the Tulalip Tribes of Washington.

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

6.2 FORFEITURE

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

6.3 EXCEPTION TO FORFEITURE

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

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

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

6.4 CONTRACT BOND

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

6.5 NOT USED

ARTICLE 7 – CONTRACT AWARD AND EXECUTION

7.1 NONCOMPLIANCE WITH CONDITIONS PRECEDENT

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

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

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

7.2 TIME LIMITS

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

7.3 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT FORM

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

partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract;

- 7.3.5 Contractor signed Contract Form;
- 7.3.6 Completed and approved TERO Contracting and Subcontracting Compliance plan;
- 7.3.7 Current Tulalip Tribes Business License; and
- 7.3.8 Completed and signed Confidentiality Agreement.

7.4 NOTICE TO PROCEED AND SUBMITTALS

- 7.4.1 The Tulalip Tribes of Washington shall issue to the Contractor a Notice to Proceed, which shall establish the date for Contract Completion. The Contractor shall, within ten (10) days of the date of the Notice to Proceed, furnish the Construction Manager with the following submittals:
 - 7.4.1.1 Contract Cost Breakdown;
 - 7.4.1.2 Preliminary schedule of Shop Drawings and Submittals;
 - 7.4.1.3 Outline of qualifications of the proposed superintendent; and
 - 7.4.1.4 Acknowledgement by a TERO Representative the Project related TERO fee has been paid or an agreement has been reached to pay the fee in installments over the course of the Contract.

ARTICLE 8 – APPLICABLE LAW AND FORUM

8.1 FORUM FOR EQUITABLE RELIEF

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

8.2 FORUM FOR MONEY DAMAGES

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

The Tulalip Tribes of Washington

BID PROPOSAL FORM

Project Name: Valve Can Lid Repair and Maintenance Date of Bid: _____

Location of Project: 6406 Marine Drive
Tulalip Bay, 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 NO. 2020-101 Valve Can Lid Repair and Maintenance

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

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BID SCHEDULE

TULALIP TRIBES

VALVE CAN LID REPAIR AND MAINTENANCE

SCHEDULE OF PRICES

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

ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
1	1-04	MINOR CHANGE	EST.	1	\$10,000	\$10,000
2	1-05	LICENSED SURVEYING	EACH	3	\$	\$
3	1-07	SPCC PLAN	LS	1	\$	\$
4	1-07	LOCATE EXISTING UTILITY STRUCTURE OR MONUMENT	EACH	35	\$	\$
5	1-09	MOBILIZATION	LS	1	\$	\$
6	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
7	2-01	CLEARING AND GRUBBING	LS	1	\$	\$
8	2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$	\$
9	7-05	ADJUST MANHOLE TO GRADE	EACH	12	\$	\$
10	7-12	ADJUST VALVE TO GRADE	EACH	78	\$	\$
11	7-12	REPLACE VALVE BOX LID	EACH	7	\$	\$
12	7-14	HYDRANT ASSEMBLY	EACH	5	\$	\$
13	8-01	EROSION/WATER POLLUTION CONTROL	LS	1	\$	\$
14	8-13	MONUMENT CASE AND COVER	EACH	2	\$	\$
15	8-13	POURED MONUMENT	EACH	2	\$	\$
16	8-30	REMOVE AND REPLACE GUARD POST	EACH	4	\$	\$
Subtotal:					\$	
TERO (1.75%):						
TOTAL (Including TERO):					\$	

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

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

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

		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.

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The Tulalip Tribes of Washington

BIDDER'S CERTIFICATION

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

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

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

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

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The Tulalip Tribes of Washington

NON - COLLUSION DECLARATION

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

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The Tulalip Tribes of Washington

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

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

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

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

Where Incorporated: _____

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

The Tulalip Tribes Business License Number: _____

State of Washington Contractor's License Number: _____

Federal ID Number: _____

Contact Person for Contract processing: _____

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

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

Where Incorporated: _____

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

The Tulalip Tribes Business License Number: _____

State of Washington Contractor's License Number: _____

Federal ID Number: _____

Contact Person for Contract processing: _____

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The Tulalip Tribes of Washington

SUB-CONTRACTORS OR SUPPLIERS

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

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

Company	Contact Person	Phone	Native	Sub or Supplier

JOB ORDER

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

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

Foreman to contact / cell:

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

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

~~~~~ Office use only ~~~~~

| Recommended by | Date | Managers Signature | Date | Yes<br>Approved | NO |
|----------------|------|--------------------|------|-----------------|----|
| Notes:         |      |                    |      |                 |    |
|                |      |                    |      |                 |    |
|                |      |                    |      |                 |    |
|                |      |                    |      |                 |    |
|                |      |                    |      |                 |    |
|                |      |                    |      |                 |    |



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## Subcontractor List

*Prepared in compliance with RCW 39.30.060 as amended*

### To Be Submitted with the Bid Proposal

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

**Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.**

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

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

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

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

SR

DOT Form 271-015 EF  
Revised 08/2012



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The Tulalip Tribes of Washington

**NAOB Written Confirmation**

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

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

**Contract Title:** \_\_\_\_\_

**Bidder's Business Name:** \_\_\_\_\_

**NAOB's Business Name:** \_\_\_\_\_

**NAOB Signature:** \_\_\_\_\_

**NAOB's Representative** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**Description of Work:** \_\_\_\_\_

**Amount to be Awarded to NAOB:** \_\_\_\_\_



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## The Tulalip Tribes of Washington

### FORM OF BID GUARANTY & CONTRACT BOND

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

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

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

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

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



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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_

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

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

**SURETY:**

\_\_\_\_\_

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

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

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

Attorney-in-Fact

**SURETY AGENT:**

\_\_\_\_\_

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

Phone: (\_\_\_\_) \_\_\_\_\_



# The Tulalip Tribes of Washington

## STATEMENT OF INTENDED SURETY

(Required if Bid Deposit is NOT a Surety Bond)

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

Surety:

Signature of Authorized Representative

Printed Name / Title of Authorized Representative

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

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

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

**SURETY:**

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

Phone: (\_\_\_\_) \_\_\_\_\_

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

Attorney-in-Fact

**SURETY AGENT:**

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

Phone: (\_\_\_\_) \_\_\_\_\_



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# The Tulalip Tribes of Washington

## BID PROPOSAL BOND

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

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

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

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

Principal \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
(Signature of Authorized Rep)  
\_\_\_\_\_  
(Typed Name of Authorized Rep)  
Title \_\_\_\_\_

### SURETY

Name \_\_\_\_\_  
By \_\_\_\_\_  
(Attorney-in-fact for Surety)

\_\_\_\_\_  
(Name & Address of local Office or Agent)

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



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# **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**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_



# **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**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Init.



# The Tulalip Tribes of Washington

## TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

### TULALIP TERO MISSION STATEMENT

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

#### Information

6404 Marine Drive, Tulalip, WA 98271

Office: (360) 716-4747

Fax: (360) 716-0612

Alternate Fax: (360) 716-0249

Driving Direction From Seattle:

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

Driving Direction From Mount Vernon:

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

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

Tulalip TERO office requires businesses to:

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

### FREQUENTLY ASKED QUESTIONS

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

#### 1. WHAT IS THE PURPOSE OF TERO?

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

#### 2. WHY IS THERE A NEED FOR TERO?

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



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

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

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

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

4. *WHAT IS A COMPLIANCE PLAN?*

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

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

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

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

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



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

**7. WHAT IS THE EXTENT OF TERO JURISDICTION?**

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

**8. ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?**

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

**9. WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?**

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

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

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

**11. ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?**

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

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

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

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



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

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

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

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

**14. ARE TERO FEES LEGAL?**

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

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

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

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

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

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

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



## **CONTRACTORS**

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

### ***TERO ACKNOWLEDGMENT:***

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

### ***TERO LIAISON:***

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

### ***NATIVE AMERICAN OWNED BUSINESS REGISTRY:***

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

### ***TERO COMPLIANCE PLAN:***

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

### ***COMPLIANCE PLAN WORKFORCE/ KEY EMPLOYEE:***

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

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

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

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

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



#### ***TERO HIRING HALL & RECRUITMENT EFFORTS:***

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

#### ***NATIVE PREFERENCE:***

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

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

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

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

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

#### ***JOB QUALIFICATIONS, PERSONNEL REQUIREMENTS & RELIGIOUS ACCOMMODATIONS:***

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

#### ***TRAINING:***

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



**LAY-OFFS:**

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

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

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**CONSTRUCTION CONTRACT  
TULALIP TRIBES**

**Project #** \_\_\_\_\_

**PROJECT NAME**

This agreement entered into this \_\_\_\_\_ day of **MONTH**, between "Owner" the Tulalip Tribes 6406 Marine Drive., Tulalip, WA 98271 and Contract and their address hereinafter referred to as "Contractor".

**SECTION ONE  
DESCRIPTION OF WORK**

This Contract consists of this written agreement and all appurtenant "Contract documents" described in Section Seven of this agreement. Contractor shall perform the following work in accordance with this Contract and Contract documents: All work necessary to **build The PROJECT NAME in accordance with, and as more specifically set forth in, Ex. C "scope of work" and the other relevant Contract Documents incorporated herein pursuant to Section 8.**

**SECTION TWO  
CONTRACT PRICE**

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

**SECTION THREE  
SUBCONTRACTING REQUIREMENTS**

The Contractor will be required to self-perform no less than **fifteen percent (15%)** of the project's total contracted labor. In the subcontracting of the work, the Contractor will be responsible to provide the Owner a copy of all subcontract agreement templates in the performance of this contract.

**SECTION FOUR  
PROGRESS PAYMENTS**

(A) The Owner shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the Contract, as approved by the Contracting Officer, Project Coordinator and Construction Manager. Payments shall be processed for each draw request within 30 days of final approval once all requested and required documents are received.

(B) The documents required to submit for payment will be a draw form, invoice, certified payroll, conditional waiver, release of claim and anything else deemed necessary by the Contract Officer.

(C) Before the first progress payment is made under this Contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total Contract price showing the amount included therein for each principle category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The values and quantities employed in making up this breakdown are for determining the



amount of progress payments and shall not be construed as a basis for additions to or deduction from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the Contract.

(D) The Contracting Officer must approve the draw request with the concurrence of the project coordinator before payment. *Along with each request for progress payments and the required invoice, the Contractor shall furnish the following certification, or payment shall not be made:* I hereby verify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the Contract:
- (2) Payments due to Sub-contractors and the Contractors material suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification in accordance with Subcontract agreements; and
- (3) The request for progress payments does not include any amounts, which the Contractor intends to withhold or retain from a subcontractor or their supplier in accordance with the terms and conditions of the Subcontract.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

#### **SECTION FIVE FINAL PAYMENT**

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

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



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

(3) **Three sets of As-built drawings and three electronic version on a USB Flash drive** are submitted to the Contracting Officer, as described in section 21 of this Contract.

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

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

#### SECTION SIX STARTING AND COMPLETION DATES

Work shall commence **on** \_\_\_\_\_ at the start of the business day and be substantially completed in **45 days calendar** with all work complete **by** \_\_\_\_\_. All construction must be completed in accordance with the approved Construction Schedule. Failure to complete shall result in imposition of liquidated damages as provided in Section Seven.

#### SECTION SEVEN LIQUIDATED DAMAGES

Upon failure by the Contractor to submit an acceptable Construction Schedule within the time required by Section 17, or achieve substantial completion of each phase of construction in accordance with the Construction Schedule, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the sum of **seven hundred and fifty dollars (\$750.00)** per day of delay or until such time as Substantial Completion of the Work as required by the **45** day Construction Schedule is achieved. The Contractor and Owner agree that the liquidated damages amount is a reasonable forecast of just compensation for the harm caused the Owner by the Contractor's breach for failure to meet construction schedule timelines.

#### SECTION EIGHT CONTRACT DOCUMENTS

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

- a. **This Instrument**
- b. **Invitation to Bid**
- c. **Project Manual (Scope of work) -Plans and Specifications Titled \_\_\_\_\_**



- d. Structural Calculations
- e. Addendum #
- f. Approved TERO Compliance Plan, including one for each subcontractor
- g. Proposal, Estimate Narrative, Estimate Detailed Report
- h. \_\_\_\_\_ Calendar Day Construction Schedule

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

#### **SECTION NINE AUTHORITY OF OWNER CONTRACTING COORDINATOR/OFFICER**

\_\_\_\_\_ is hereby designated Contracting Officer for purposes of this agreement. The duties and authority of the Contract Officer shall be as follows:

- (A) General Administration of Contract. The primary function of the Owner's Contracting Officer is to provide general administration of the contract as representative during the entire period of construction.
- (B) Inspection, Opinions and Progress Reports. The Owner's Contracting Officer shall keep familiar with the progress and quality of the work being performed by Contractors and their subcontractors. The Contracting Officer will make general determinations as to whether the work is proceeding in accordance with the Contract. Neither Owner nor the Contracting Officer will be responsible for the means of construction or for Contractor failure to perform the work properly and in accordance with The Contract document.
- (C) Access to worksite for inspections. The Contract Officer shall have free access to the work at all times during the Contract period provided that person first signs-in at the Contractor's Field Office and adheres to all safety practices and policies of the Contractor while on the jobsite. However, the Contract Officer is not required to make exhaustive or continuous on-site inspections to perform the duty of checking and reporting on work progress.
- (D) Interpretation of Contract documents. The Contracting Officer will be the interpreter of the Contract documents requirements and will make decisions on claims and disputes between the Contractor and the Owner.
- (E) Rejection and stoppage of work. The Contracting Officer shall have authority to reject work, which in the officer's opinion does not conform to the Contract documents and, in this connection, to stop the work or a portion thereof when necessary to insure Contractor's performance is in accordance with the terms of this agreement.
- (F) Progress payment certification. The Contracting Officer will determine the amount owing to the Contractor as the work progresses, based on Contractor's application for payment as per Section Three and upon the Contracting Officer's inspections and observation, and will issue certificates for progress payments and final payment in accordance with the terms of the Contract.



## SECTION TEN RESPONSIBILITY OF CONTRACTOR

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

(A) Responsibility for and supervision of construction. Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means for coordination of all Work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction

(B) Contractor's Representative. Contractor's representative for this contract will be \_\_\_\_\_. Contractor's representative shall be the point of contact regarding contract compliance issues and shall have the authority to obligate the company in resolving contract compliance and performance issues. Contractor's Representative, or designated Contractor construction superintendent, must be on-site at all times while any work under this Contract is being performed, unless Contractor's representative or construction superintendent receives prior authorization from the Owner to be offsite.

(C) Discipline and employment. Contractor shall maintain at all times strict discipline among his/hers workers and agrees not to employ for work on the project any persons unfit or without sufficient skill to perform the job for which he was employed.

(D) Furnishing of labor, materials, etc. Contractor shall provide and pay for all labor, and or materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the Contract documents.

(E) Manufacturer's instructions. Contractor shall comply with manufacture's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within Contract documents.

(F) Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore. The Tulalip Tribes of Washington is a federally recognized Indian Tribal Government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). All or portions of this project are Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Tulalip Tribes. WAC 458-20-192(5)(a)(ii) states that retail sales tax is not imposed if the retailer service (e.g. construction services) is performed for the member or tribe in Indian country.

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

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



- (I) Warranty of fitness of equipment and materials. Contractor represents and warrants to the Owner that all equipment and materials used in the work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract documents, of good quality, free of defects, and in conformity with the Contract documents. It is understood between the parties that all the equipment and materials that are not so in conformity are defective.
- (J) Cleaning and protection. Contractor shall during handling and installation, clean and protect construction in progress and adjoining materials in place. Contractor shall apply protective covering where required ensuring protection from damage or deterioration.
- (K) Furnishing of design and engineering plans as identified in the Contract Documents. Contractor shall furnish the Contracting Officer, upon request, all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract documents.
- (L) Clean up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his/her work or that of his subcontractors, and further shall remove all such waste materials and rubbish on termination of the project, together with all his/her tools, equipment and machinery.
- (M) Indemnity and hold harmless agreement. Contractor shall indemnify, defend and hold harmless the Tulalip Tribes its elected and appointed officials, officers, employees, agents and representatives from all claims, losses, suits, actions, legal or administrative proceedings, costs, attorney's fees (including attorney's fees in establishing indemnification of whatsoever nature), litigation costs, expenses, damages, penalties, fines judgment, or decrees by reason of any death, injury or disability to or any person or party, including employees, and/or damage to any property or business, including loss of use, caused in whole or part by any negligent act, error or omission of the Contractor, Contractors employees, agents or subcontractors arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Contract.
- The Contractors obligation shall include, but not be limited to, investigation, adjusting, and defending all claims alleging loss from any action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractors, employees, agents or subcontractors. The Contractors obligations to indemnify, defend and hold harmless shall apply even if the injuries, death or damages, directly or indirectly, result from, arise out of relate to, one or more concurrent negligent acts or omissions of the Tulalip Tribes or its elected and appointed officials, officers, employees, agents, representatives, of the Tulalip Tribes, its agents and its employees acting within the scope of their employment.
- If the claim, suit, or action for injuries, death or damages as provided for in the preceding paragraphs of this agreement is caused by or results from the concurrent negligence of (a) the Tulalip Tribes, it's elected and appointed officials, officers, employees, agents and representatives and (b) the Contractor, Contractors employees, agents or subcontractors, the indemnity provision provided for in the preceding paragraph of these specifications shall not apply to damages caused by the Tribes' negligence.
- It is specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the State Industrial Insurance Law, Title 51 RCW, solely for the purpose of this indemnification. The contractor expressly agrees that he has provided for this waiver of immunity in the bid price for the Contract. In addition to any remedy authorized by law, the Owner may retain so much of the money due the Contractor's as deemed necessary by the Contracting Officer to assure indemnification until disposition has been made of any suits or claims. Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save Owner harmless therefrom.
- (N) Contractor's liability insurance. The Contractor shall purchase and maintain such liability and other insurance as will protect the Tulalip Tribes and the Contractor from claims or losses which may arise out of or result from the



Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

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

Policy Limits – Commercial General Liability

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

Policy Limits – Business Automobile Liability

|             |                       |
|-------------|-----------------------|
| \$1,000,000 | Combined Single Limit |
|-------------|-----------------------|

There shall be no subsidence coverage exclusions or other coverage limitations without specific disclosure and approval of the Tulalip Tribes.

- (P) Contractor's Workers Compensation.

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

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

- (Q) Builder's Risk.

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



installation insurance coverage for amounts up to the \$10,000 deductible. Contractor is responsible for insuring their property in transit, in temporary storage away from the site as well as their own tools, equipment and any employee tools.

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

(R) Insurance Policy Requirements.

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

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

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

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

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

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

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

(T) Other Provisions.

1.1 Neither the Tulalip Tribes nor Contractor shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Work, if such loss or damage is covered by insurance benefiting the party



suffering such loss or damage or was required to be covered by insurance under terms of the Agreement. Each party shall cause each insurance policy obtained by it to contain the waiver of subrogation clause.

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

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

(U) Inspection and Testing Laboratory Services.

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

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

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

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



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

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

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

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

## SECTION ELEVEN EXAMINATION AND AUDIT

- (A) Examination. The Tulalip Tribes shall have the right to examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the bidding, pricing or performance of the Work, including without limitation, related to any Proposals and request for equitable adjustment of the Contract.
- (B) Inspection. The right of inspection, audit and reproduction shall extend to all documents necessary to permit intelligent evaluation of the cost of pricing data submitted along with the computations and projections used therein.
- (C) Availability. The above referenced materials shall be made available at the office of the Contractor, Subcontractor or Material Supplier, as applicable, at all reasonable times for inspection, audit and reproduction until the expiration of seven (7) years after the date of acceptance of the Project by the Tulalip Tribes of Washington.



- (D) Confidentiality. To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the Tulalip Tribes of Washington in writing that any documents copied by the Tulalip Tribes of Washington are trade secrets, the Tulalip Tribes shall treat such documents as trade secrets of the Contractor, Subcontractor or Materials Supplier, as applicable. In the event any dispute arises with any other person about whether such other persons should be given access to the documents, the Contractor, Subcontractor or Material Supplier, as applicable, agrees to indemnify the Tulalip Tribes of Washington against all costs, expenses, and damages, including without limitation attorney fees, incurred by reason of that dispute.

## SECTION TWELVE TIME OF ESSENCE – EXTENTION OF TIME

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

## SECTION THIRTEEN CORRECTING WORK

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

## SECTION FOURTEEN WORK MODIFICATIONS

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

## SECTION FIFTEEN TERMINATION

This Contract may be terminated as follows:

- (A) Termination by Owner. Owner may on seven (7) days' written notice to the Contractor terminate this Contract before the completion date hereof, and without prejudice to any other remedy Owner may have, when the Contractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provision of the Contract documents. On such termination, Owner may take possession of the work site and all materials, equipment, tools, and machinery thereon it has paid or will pay for, and finish the work in whatever way Owner deems expedient. If the unpaid balance on the Contract price at the time of such termination exceeds the expenses of finishing the work, Owner will pay such excess to the Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of



termination, the Contractor agrees to pay the difference to Owner. On such default by the Contractor, Owner may elect not to terminate the Contract and in such event Owner may make good the deficiency of which the default consists and deduct the costs from the progress payments then or to become due to the Contractor.

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

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

## **SECTION SIXTEEN**

### **ARCHITECT/ENGINEERS DUTIES, RESPONSIBILITIES, AND AUTHORITY**

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

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

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



## SECTION SEVENTEEN SUBCONTRACTORS OTHER CONTRACTS

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

(B) SUBCONTRACTS DEFINITIONS

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

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

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

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

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

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

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

(D) SUBCONTRACTUAL RELATIONS

1.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with



respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

(E) CONTINGENT ASSIGNMENT OF SUBCONTRACTORS

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

1. Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

2. Assignment is subject to the prior rights of the Contractor and surety, if any, obligated under bond relating to the Contract.

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

**SECTION EIGHTEEN  
CONSTRUCTION SCHEDULE**

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

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

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

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



**SECTION NINETEEN  
SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK**

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

**SECTION TWENTY  
DIFFERING SITE CONDITIONS**

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



**SECTION TWENTY-ONE  
SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION**

- (A) The Contractor shall keep on the work site a copy of the drawings and specifications, addenda and modification orders and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications or in case of discrepancy in the figures in the drawings, or in the specifications, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary.
- (B) "Shop drawings" means drawings, submitted to the Contracting Officer by the Contractor, or any lower tier Contractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work as required by the Contract. The Owner may duplicate, use or disclose in any manner and for any purpose shop drawings delivered under this Contract unless the Contractor identifies the shop drawing as proprietary upon which the Contracting Officer will not share or disseminate without Contractor approval.
- (C) If this Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Owner's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (D) below.
- (D) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer, upon consultation with any Architect engaged by the Owner for this contract, approves any such variation, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (E) It shall be the responsibility of the Contractor to make timely requests of the Owner for such large scale and full size drawings, color schemes, and other additional information, not already in the possession of the Contractor, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (F) The Contractor shall submit to the Contracting Officer for approval all shop drawings as called for under the various headings of the specifications. **Two sets consisting of (3 electronic flash drive and 2 hard copy)** of all shop drawings, will be retained by the Owner and **one set** will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this Contract, shall furnish a complete set of all shop drawings as finally approved. The drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (G) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by lower tier contractors are submitted to the Contracting Officer.



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

**SECTION TWENTY-TWO  
AS – BUILT DRAWINGS**

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

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

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

(A) Contractors Punch List. When the work, or designated portion thereof, is near completion, the Contractor shall prepare a list of all deficient items remaining of the work or the designated portion thereof (the “Contractor’s Punch List”)

- a. The Contractor shall proceed to correct all items listed on the Contractor’s Punch List and verify that the deficient items have been corrected by signing said Punch List.
- b. The Contractor shall submit the signed Contractor’s Punch List to the Contracting Officer.

(B) Architect/Engineer’s Punch List. Within (7) days of receipt of the request for Final Inspection the Contract Officer shall work with the Project Coordinator, Construction Manager and Architect/Engineer to notify the Contractor acceptance or rejection of the request for Final Inspection, stating reasons for any rejections

- a. Upon acceptance of the Contractor’s request, the Architect/Engineer, Contract Officer, Project Coordinator, and Construction Manager shall conduct the Final Inspection to determine whether the work, or designated portion thereof, is in conformity with the Contract Documents. The Contract Officer shall notify the Contractor, the Architect/Engineer, Project Coordinator and the Construction Manager of the scheduled time of the Final Inspection.
- b. Within three (3) days of the Final Inspection, the Contract Officer shall notify the Contractor of any items remaining in a deficient or unacceptable condition. The list if such items shall be known as the Architect/Engineer’s Punch List.

(C) Correction of Punch List Items. Within 30 days of written notice the Contractor shall complete and correct all items remaining on the Contracting Officer’s Punch List.

- a. If the Work on the Punch List cannot be completed within 30 days of receipt of the written notice, the Contractor shall justify, to the Contracting Officer the reasons the items cannot be so completed, and the Contractor shall propose to the Contracting Officer a time when such items will be completed.



- b. Failure of the Architect/Engineer or Project Coordinator and Construction Manager to include any items in the Architect/Engineer's Punch List shall not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents.
  - c. If multiple inspections of items on the Architect/Engineer's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall be responsible for any additional costs incurred by other Contractors and Tulalip Tribes of Washington resulting from any attendant delay.
- (D) Deferred Items. With the approval of the Contracting Officer, when Final Inspection, items of work cannot be completed because of seasonal condition, such as bituminous paving or landscaping, or if the Contracting Officer agrees that a particular item not be completed until a subsequent date, the Tulalip Tribes of Washington may release payment to the Contractor less the cost of completing the remaining work as determined in the sole discretion of the Tulalip Tribes of Washington.
- (E) Guarantee Period of Inspection. The Contractor will attend a walk-through of the Project scheduled by the Contracting Officer to occur one month prior to the expiration of the one (1) year warranty period provided by the Contractor. The walk-through will be attended by the Contracting Officer.
- a. The Construction Manager, with the assistance of the Architect/Engineer, shall notify the Tulalip Tribes of Washington of any defects in workmanship, materials and equipment

### **SECTION TWENTY-THREE HEALTH, SAFETY, AND ACCIDENT PREVENTION**

- (A) In performing this Contract, the Contractor shall be responsible for: (1) Ensuring that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health and/or safety of such laborer or mechanic as determined under construction safety and health standards promulgated by any tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters; (2) Protecting the lives, health, and safety of other persons; (3) Preventing damage to property, materials, supplies, and equipment; and (4) Avoiding work interruptions.
- (B) For these purpose, the Contractor shall: (1) Comply with such regulations and standards as may be issued by any tribal entity or agency having jurisdiction over such matters and as issued by the Secretary of labor at 29 agency having jurisdiction over such matters and as issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions under applicable tribal law; and (2) include the terms of this clause in every subcontract so that such terms will be binding on each lower tier subcontractor.
- (C) The Contractor shall maintain and accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment and shall report this data in the manner prescribed by applicable tribal law an in the manner prescribed by 29 CFR Part 1904.
- (D) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time



or money on any stop work order issued under these circumstances. Failure to receive notice from the Contracting Officer under this section shall not relieve Contractor of any of its responsibilities under this section.

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

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

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

#### **SECTION TWENTY – FOUR**

##### **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

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

(B) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this Contract, or by the operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

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

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

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

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

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



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

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

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

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

#### **SECTION TWENTY – FIVE TEMPORARY BUILDING AND TRANSPORTATION OF MATERIALS**

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

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

#### **SECTION TWENTY – SIX INSPECTIONS AND ACCEPTANCE OF CONSTRUCTION**

(A) Definitions. As used in this clause –

(1) “Acceptance” means the act by which the Contracting Officer approves the work performed under this contract. Acceptance may be partial or complete. (2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies during the normal course of construction as identified in the approved Construction Schedule) to determine whether it conforms to contract requirements. (3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.



(B) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements, including applicable tribal laws, ordinances, codes, rules and regulations. All work is subject to Owner inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(C) Owner inspections and tests are for the sole benefit of the Owner and do not: (1) Relieve the Contractor of responsibility for providing adequate quality control measures; (2) Relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) Constitute or imply acceptance; or, (4) Affect the continuing rights of the Owner after acceptance of the completed work under paragraph (K) below.

(D) The presence or absence of an Owner inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(E) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Owner may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, when prior rejection makes re-inspection or retest necessary. The Owner shall perform all inspections and test in a manner that will not delay the work. Special, full size and performance tests shall be performed as described in the contract.

(F) The Contracting Officer may conduct routine inspections of the construction site on a daily basis.

(G) The Contractor shall, without charge, replace or correct work found by the Contracting Officer not to conform to Contract requirements, unless the Contracting Officer decides that it is in the Owner's interest to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(H) If the Contractor does not promptly replace or correct rejected work, the Contracting Officer may (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) Terminate for default the Contractor's right to proceed.

(I) If any work requiring inspection is covered up without approval of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. Following inspection and correction of the defective work, if any, the uncovered work must be covered up at the expense of the Contractor.

(J) If at any time before final acceptance of the entire work, the Contracting Officer considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or Subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction, and the Contractor shall not be entitled to any adjustment in the time for completion of the work. If however, such work is found to meet the requirements of the Contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction related to conforming work, including, if completion of the work was thereby delayed, a compensable extension of time to the Contract.

(K) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Contracting Officer determines that the state of preparedness is as represented, the Contracting Officer will conduct the inspection. Unless otherwise specified in



the Contract, the Owner shall accept, as soon as practicable after completion and inspection by the Contracting Officer, all work required by the Contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or the right under any warranty or guarantee.

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

#### **SECTION TWENTY – SEVEN WARRANTY OF TITLE**

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

#### **SECTION TWENTY – EIGHT WARRANTY OF CONSTRUCTION**

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

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

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

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

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

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

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



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

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

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

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

#### **SECTION TWENTY – NINE PROHIBITIONS AGAINST LIENS**

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

#### **SECTION THIRTY CONFLICTS**

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

#### **SECTION THIRTY-ONE CLAIMS AND DISPUTES**

- (A) "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the Contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (B) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall first be resolved under this clause.



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

## **SECTION THIRTY-TWO DISPUTE RESOLUTION.**

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

The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Judicial Arbitration and mediation Services' (JAMS) Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 31.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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



(B) Arbitration. Any Claim arising out of or related to the Contract, except Claims waived as provided in this Agreement, shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 31.A.

Claims not waived or resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the JAMS rules currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with JAMS.

Any such arbitration shall take place before a single arbitrator if the aggregate value of the Claim and any counterclaim is less than \$1,000,000, exclusive of costs and attorney fees. The parties shall endeavor to mutually agree on the arbitrator. Either party may specify and require that the arbitrator selected be an attorney licensed to practice law in the State of Washington and shall be experienced in the field of construction. If the parties are unable to agree upon the selection of an arbitrator within (20) days of their first meeting, the parties shall each select an arbitrator and the two selected arbitrators shall together select a third arbitrator who alone shall decide the matter in dispute. For any claim and counterclaim having an aggregate value of \$1,000,000 or more, a panel of three (3) arbitrators shall be appointed unless both parties mutually agree to a single arbitrator. Each of the parties shall designate an arbitrator and the third arbitrator, who shall be a lawyer with experience in construction disputes, shall be selected by the arbitrators designated by the parties. If the two selected arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be appointed pursuant to JAMS construction arbitration procedures. All arbitrators shall be neutral.

Following the initiation of arbitration, the parties shall cooperate in the exchange of information relating to the Claim. For those claims less than \$1,000,000 in aggregate, the arbitration shall be governed by JAMS Streamlined Arbitration Procedures. For claims greater than \$1,000,000 in the aggregate, discovery shall be guided by the scope of the applicable rules of discovery under the Federal Rules of Civil Procedure for the Federal District Court for the Western District of Washington and JAMS Discovery Protocols. Discovery, however, shall not include interrogatories or request for admission. The parties shall freely exchange documents relevant to the claim(s) and depositions shall be limited to those reasonably necessary for each party to prepare for or defend against the claim(s), subject to the limitations on e-discovery set forth in the JAMS Discovery Protocols. Disputes regarding discovery shall be resolved by the arbitrator or, where there is an arbitration panel, by the Chair.

Arbitration may include by consolidation, joinder or in any other matter, any additional person or entity who is, or may be involved in, the Claim, including but not limited to the Contractor, Architect, Consultants, Subcontractors and/or suppliers retained by the Contractor. In order to effectuate the purposes of this Section 31.B. the Contractor shall incorporate by reference the provisions of this Section 31B in each Subcontract.

In the event of or arbitration between the parties hereto, declaratory or otherwise relating to the Contract, and notwithstanding any other provisions therein, (a) each party shall bear its own costs and attorneys' fees.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation. For such purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims, that are not otherwise waived, then known to that party on which arbitration is permitted to be demanded.

Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in the tribal court of the Tulalip Tribes of Washington. The Contractor and the Owner shall comply with the arbitration award and shall not seek further remedy or appeal except as specifically provided by the Federal Arbitration Act.

(C) Limited waiver of sovereign immunity. By signing the Agreement the Owner neither waives, limits nor modifies its sovereign immunity from any lawsuit, except as expressly provided in this Section. The Owner hereby expressly and irrevocably waives its sovereign immunity (and any defense based thereon) for arbitration of Claims arising out of or related to the Agreement, but only for arbitration in conformity with the provisions and requirements of this Dispute Resolution section, and for judicial proceedings in Tribal Court for the purposes of compelling arbitration of a Claim, determining the arbitrator's jurisdiction, confirming an arbitration



award or collecting sums due and owing pursuant to an otherwise enforcing any award or judgment. The Owner hereby irrevocably consents to and submits itself to the jurisdiction of any arbitration proceeding properly convened pursuant to the terms of the Agreement.

This limited waiver of sovereign immunity is solely for the benefit of the Contractor (and Subcontractors whose claims are sponsored by the Contractor, if any) and surety, and the Owner, by granting this limited waiver to the Contractor and surety, does not otherwise waive its sovereign immunity.

### **SECTION THIRTY-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 THIRTY FOUR CONTRACT COMPLETION**

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

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



- i. Final waiver and release of claims from all subcontractors that they are paid in full.

A final waiver and release of claims affidavit to certify that the Contractor has paid all Subcontractors, Material Suppliers and laborers in full for all Work performed or materials furnished for the Project.

**SECTION THIRTY – FOUR  
NOTICES TO THE CONTRACTOR**

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

CONTRACTOR

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

OWNER Transportation Division

CONTRACT OFFICER NAME

The Tulalip Tribes  
6406 Marine Drive  
Tulalip, WA 98271

Contractor shall notify Owner of any Change of Address.

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

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

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

**Attest:**

**Contractor:**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

**Tulalip Tribes Contract Officer:**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

**Tulalip Tribes (BOD):**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**



The Tulalip Tribes of Washington  
The Valve Can Lid Repair and Maintenance Project

**INTERIM WAIVER AND RELEASE OF CLAIMS**

TO THE TULALIP TRIBES OF WASHINGTON ("OWNER"):

\_\_\_\_\_ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment (collectively, the "Work") for construction on The Valve Can Lid Repair and Maintenance Project (the "Project"), located at \_\_\_\_\_, Tulalip, WA 98271.

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

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

\_\_\_\_\_  
(the Releasing Party)

DATED: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

[Notary Seal]

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



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The Tulalip Tribes of Washington  
The Valve Can Lid Repair and Maintenance Project

**FINAL WAIVER AND RELEASE OF CLAIMS**

TO THE TULALIP TRIBES OF WASHINGTON ("OWNER"):

Upon receipt of payment of \$\_\_\_\_\_, whether in cash, by check or by joint check, \_\_\_\_\_ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment for construction on The Valve Can Lid Repair and Maintenance Project (the "Project"), located at \_\_\_\_\_, Tulalip, WA 98271.

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

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

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

\_\_\_\_\_  
(the Releasing Party)

DATED: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

[Notary Seal]

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



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# 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. Other:

- a. ☐ Waste vegetable oil used to produce biodiesel fuel for personal use.
- b. ☐ Equipment rental and purchase of services for use in motion picture and video production.
- c. ☐ Objects of art or cultural value purchased by an artistic or cultural organization.
- d. ☐ Adaptive automobile equipment purchased by disabled veterans.
- e. ☐ Animal pharmaceuticals purchased by veterinarians. This exemption does not apply to pharmaceuticals for pets. (Describe): \_\_\_\_\_
- f. ☐ Computer hardware, peripherals, software and related installation, used by the aerospace industry.
- g. ☐ Labor, services, and tangible personal property related to the constructing of new buildings, 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.
- h. ☐ Computer hardware, peripherals, software and related installation, purchased by publishers and printers.
- i. ☐ City, County, Tribal, or Inter-Tribal Housing Authorities.
- j. ☐ Tangible personal property for use in a noncontiguous state delivered to the usual receiving terminal of the shipper.  
Type of Goods Purchased: \_\_\_\_\_  
Point of Delivery: \_\_\_\_\_ Carrier/Agent: \_\_\_\_\_
- k. ☐ Gases and chemicals used by a manufacturer or processor for hire in the production of semiconductor materials.
- l. ☐ Hog fuel used to produce electricity, steam, heat, or biofuel.
- m. ☐ Tangible personal property under the weatherization assistance program.
- n. ☐ Trail Grooming Services.
- o. ☐ Honey bees/honey bee feed purchased by an eligible apiarist. Apiarist ID #: \_\_\_\_\_
- p. ☐ Federal credit union purchases.
- q. ☐ Wax, ceramic materials, and labor used to create molds consumed during the process of creating investment castings.
- r. ☐ Sales of ferry vessels to the state or local governmental units, components thereof, and labor and service charges.
- s. ☐ Joint Municipal Utilities Services Authority.
- t. ☐ Paratransit vehicles purchased by paratransit service providers.
- u. ☐ Large/private airplanes purchased by nonresidents.
- v. ☐ Standard financial information purchased by qualifying international investment management companies.
- w. ☐ Material and supplies directly used in the packing of fresh perishable horticultural products by persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers.
- x. ☐ Vessel Deconstruction Services.
- y. **Only** For Delivered Bottled Water ☐ 1. No Source of Potable Water ☐ 2. Prescribed Water  
☐ 3. Purchased with food stamps (SNAP)
- z. ☐ Anaerobic Digesters and Repair 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: \_\_\_\_\_ Account ID: \_\_\_\_\_

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](http://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 waste vegetable oil from restaurants and food processors to produce biodiesel fuel for personal use. The exemption does not apply to persons that are engaged in selling biodiesel fuel at wholesale or retail. Reference: RCW 82.08.0205.

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



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

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

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

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

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

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

**Line 5j** applies to the purchase of goods for use in a state, territory or possession of the United States which is not contiguous to any other state such as Alaska, Hawaii, Guam, and American Samoa. For the exemption to apply,

the seller must deliver the goods to the usual receiving terminal of the for-hire carrier selected to transport the goods. Reference: RCW 82.08.0269.

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

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

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

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

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

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

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



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

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

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

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

**Line 5v** applies to the purchase and use of standard financial information by a qualifying international investment management 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 5w** applies to purchases of materials and supplies used in packing horticultural products. The exemption applies only to persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers as defined in RCW 82.04.330 and that are entitled to a deduction under RCW 82.04.4287 either as an agent or an independent contractor. Reference: RCW 82.08.0311

**Line 5x** applies to deconstruction of vessels. "Vessel deconstruction" means permanently dismantling a vessel, including: Abatement and removal of hazardous materials; the removal of mechanical, hydraulic, or electronic components or other vessel machinery and equipment; and either the cutting apart or disposal, or both, of vessel infrastructure. For the purposes of this subsection, "hazardous materials" includes fuel, lead, asbestos, polychlorinated biphenyls, and oils. "Vessel deconstruction" does not include vessel modification or repair. In order to qualify for this exemption the vessel deconstruction must be performed at either a qualified

vessel deconstruction facility; or an area over water that has been permitted under section 402 of the clean water act of 1972 (33 U.S.C. Sec. 1342) for vessel deconstruction. Reference RCW 82.08.9996

**Line 5y** this sales tax exemption only applies to bottled water delivered to the buyer in a re-usable container not sold with the water under one of the following three conditions: 1. **No Source of Potable Water** – Retail sales and use taxes do not apply to sales of bottled water for human use to persons who do not have a readily available source of potable water. Potable water is water that is safe for human consumption. 2. **Water dispensed to patients pursuant to a prescription** – Retail sales and use taxes do not apply to sales of bottled water for human use dispensed or to be dispensed to patients, pursuant to a prescription for use in the cure, mitigation, treatment, or prevention of disease or medical condition.

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

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

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

For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.



# Amendments to the Standard Specifications







## **INTRODUCTION**

The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard Specifications for Road, Bridge, and Municipal Construction.

### **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

1-01.AP1

#### **Section 1-01, Definitions and Terms**

**August 6, 2018**

##### **1-01.3 Definitions**

The following new term and definition is inserted before the definition for “Shoulder”:

**Sensitive Area** – Natural features, which may be previously altered by human activity, that are present on or adjacent to the project location and protected, managed, or regulated by local, tribal, state, or federal agencies.

The following new term and definition is inserted after the definition for “Working Drawings”:

**WSDOT Form** – Forms developed and maintained by WSDOT that are required or available for use on a project. These forms can be downloaded from the forms catalogue at:

<http://wsdot.wa.gov/forms/pdfForms.html>

1-02.AP1

#### **Section 1-02, Bid Procedures and Conditions**

**October 30, 2018**

##### **1-02.4(1) General**

This section is supplemented with the following:

Prospective Bidders are advised that the Contracting Agency may include a partially completed Washington State Department of Ecology (Ecology) Transfer of Coverage (Ecology Form ECY 020-87a) for the Construction Stormwater General Permit (CSWGP) as part of the Bid Documents. When the Contracting Agency requires the transfer of coverage of the CSWGP to the Contractor, an informational copy of the Transfer of Coverage and the associated CSWGP will be included in the appendices. As a condition of Section 1-03.3, the Contractor is required to complete sections I, III, and VIII of the Transfer of Coverage and return the form to the Contracting Agency.



The Contracting Agency is responsible for compliance with the CSWGP until the end of day that the Contract is executed. Beginning on the day after the Contract is executed, the Contractor shall assume complete legal responsibility for compliance with the CSWGP and full implementation of all conditions of the CSWGP as they apply to the Contract Work.

### **1-02.5 Proposal Forms**

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

At the request of a Bidder, the Contracting Agency will provide a physical Proposal Form for any project on which the Bidder is eligible to Bid.

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

Item number 1 of the second paragraph is revised to read:

1. A unit price for each item (omitting digits more than two places to the right of the decimal point),

In the third sentence of the fourth paragraph, "WSDOT Form 422-031" is revised to read "WSDOT Form 422-031U".

The following new paragraph is inserted before the last paragraph:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form (WSDOT Form 272-009). Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

1-03.AP1

## **Section 1-03, Award and Execution of Contract January 2, 2018**

### **1-03.3 Execution of Contract**

The first paragraph is revised to read:

Within 20 calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided, and shall be registered as a contractor in the state of Washington.

### **1-03.5 Failure to Execute Contract**

The first sentence is revised to read:

Failure to return the insurance certification and bond with the signed Contract as required in Section 1-03.3, or failure to provide Disadvantaged, Minority or Women's Business Enterprise information if required in the Contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington, or failure to return the completed Transfer of Coverage for the Construction Stormwater General Permit to the



Contracting Agency when provided shall result in forfeiture of the proposal bond or deposit of this Bidder.

1-05.AP1

## **Section 1-05, Control of Work**

**August 6, 2018**

### **1-05.5 Vacant**

This section, including title, is revised to read:

#### **1-05.5 Tolerances**

Geometrical tolerances shall be measured from the points, lines, and surfaces defined in Contract documents.

A plus (+) tolerance increases the amount or dimension to which it applies, or raises a deviation from level. A minus (-) tolerance decreases the amount or dimension to which it applies, or lowers a deviation from level. Where only one signed tolerance is specified (+ or -), there is no specified tolerance in the opposing direction.

Tolerances shall not be cumulative. The most restrictive tolerance shall control.

Tolerances shall not extend the Work beyond the Right of Way or other legal boundaries identified in the Contract documents. If application of tolerances causes the extension of the Work beyond the Right of Way or legal boundaries, the tolerance shall be reduced for that specific instance.

Tolerances shall not violate other Contract requirements. If application of tolerances causes the Work to violate other Contract requirements, the tolerance shall be reduced for that specific instance. If application of tolerances causes conflicts with other components or aspects of the Work, the tolerance shall be reduced for that specific instance.

### **1-05.9 Equipment**

The following new paragraph is inserted before the first paragraph:

Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The Engineer will reject equipment from the site until it returns clean.

This section is supplemented with the following:

Upon completion of the Work, the Contractor shall completely remove all loose dirt and vegetative debris from equipment before removing it from the job site.



## Section 1-06, Control of Material

### October 30, 2018

#### 1-06.1(3) Aggregate Source Approval (ASA) Database

This section is supplemented with the following:

Regardless of status of the source, whether listed or not listed in the ASA database the source owner may be asked to provide testing results for toxicity in accordance with Section 9-03.21(1).

#### 1-06.2(2)D Quality Level Analysis

This section is supplemented with the following new subsection:

##### 1-06.2(2)D5 Quality Level Calculation – HMA Compaction

The procedures for determining the quality level and pay factor for HMA compaction are as follows:

1. Determine the arithmetic mean,  $X_m$ , for compaction of the lot:

$$X_m = \frac{\sum x}{n}$$

Where:

$x$  = individual compaction test values for each subplot in the lot.

$\sum x$  = summation of individual compaction test values

$n$  = total number test values

2. Compute the sample standard deviation, “S”, for each constituent:

$$S = \left[ \frac{n \sum x^2 - (\sum x)^2}{n(n-1)} \right]^{\frac{1}{2}}$$

Where:

$\sum x^2$  = summation of the squares of individual compaction test values

$(\sum x)^2$  = summation of the individual compaction test values squared

3. Compute the lower quality index ( $Q_L$ ):

$$Q_L = \frac{X_m - LSL}{S}$$

Where:

$LSL$  = 91.5

4. Determine  $P_L$  (the percent within the lower Specification limit which corresponds to a given  $Q_L$ ) from Table 1. For negative values of  $Q_L$ ,  $P_L$  is equal to 100 minus



the table  $P_L$ . If the value of  $Q_L$  does not correspond exactly to a figure in the table, use the next higher value.

5. Determine the quality level (the total percent within Specification limits):

$$\text{Quality Level} = P_L$$

6. Using the quality level from step 5, determine the composite pay factor (CPF) from Table 2.
7. If the CPF determined from step 6 is 1.00 or greater: use that CPF for the compaction lot; however, the maximum HMA compaction CPF using an LSL = 91.5 shall be 1.05.
8. If the CPF from step 6 is not 1.00 or greater: repeat steps 3 through 6 using an LSL = 91.0. The value thus determined shall be the HMA compaction CPF for that lot; however, the maximum HMA compaction CPF using an LSL = 91.00 shall be 1.00.

#### **1-06.2(2)D4 Quality Level Calculation**

The first paragraph (excluding the numbered list) is revised to read:

The procedures for determining the quality level and pay factors for a material, other than HMA compaction, are as follows:

#### **1-06.6 Recycled Materials**

The first three sentences of the second paragraph is revised to read:

The Contractor shall submit a Recycled Material Utilization Plan on WSDOT Form 350-075A within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled concrete aggregates for meeting the requirements of these Specifications. The quantity of recycled concrete aggregate will be provided in tons and as a percentage of the Plan quantity for eligible material listed in Section 9-03.21(1)E Table on Maximum Allowable percent (By Weight) of Recycled Material.

The last paragraph is revised to read:

Within 30 calendar days after Physical Completion, the Contractor shall report the quantity of recycled concrete aggregates that were utilized in the construction of the project for each eligible item listed in Section 9-03.21(1)E. The Contractor's report shall be provided on WSDOT Form 350-075A, Recycled Materials Reporting.

#### **1-06.6(1)A General**

Item 1(a) in the second paragraph is revised to read:

- a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a documented price quote from the supplier with the lowest total cost for the Work.



**Section 1-07, Legal Relations and Responsibilities to the Public  
August 6, 2018**

**1-07.5 Environmental Regulations**

This section is supplemented with the following new subsections:

**1-07.5(5) U.S. Army Corps of Engineers**

When temporary fills are permitted, the Contractor shall remove fills in their entirety and the affected areas returned to pre-construction elevations.

If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special Provisions, the Contractor shall retain a copy of the permit or the verification letter (in the case of a Nationwide Permit) on the worksite for the life of the Contract. The Contractor shall provide copies of the permit or verification letter to all subcontractors involved with the authorized work prior to their commencement of any work in waters of the U.S.

**1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service**

The Contracting Agency will provide fish exclusion and handling services if the Work dictates. However, if the Contractor discovers any fish stranded by the project and a Contracting Agency biologist is not available, they shall immediately release the fish into a flowing stream or open water.

**1-07.5(1) General**

The first sentence is deleted and replaced with the following:

No Work shall occur within areas under the jurisdiction of resource agencies unless authorized in the Contract.

The third paragraph is deleted.

**1-07.5(2) State Department of Fish and Wildlife**

This section is revised to read:

In doing the Work, the Contractor shall:

1. Not degrade water in a way that would harm fish, wildlife, or their habitat.
2. Not place materials below or remove them from the ordinary high water line except as may be specified in the Contract.
3. Not allow equipment to enter waters of the State except as specified in the Contract.
4. Revegetate in accordance with the Plans, unless the Special Provisions permit otherwise.
5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.
6. Ensure continuous stream flow downstream of the Work area.



7. Dispose of any project debris by removal, burning, or placement above high-water flows.
8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result of project activities, fish are observed in distress or a fish kill occurs.

If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover those areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through (8) above shall be incidental to Contract pay items.

### **1-07.5(3) State Department of Ecology**

This section is revised to read:

In doing the Work, the Contractor shall:

1. Comply with Washington State Water Quality Standards.
2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.
3. Use equipment that is free of external petroleum-based products.
4. Remove accumulations of soil and debris from drive mechanisms (wheels, tracks, tires) and undercarriage of equipment prior to using equipment below the ordinary high water line.
5. Clean loose dirt and debris from all materials placed below the ordinary high water line. No materials shall be placed below the ordinary high water line without the Engineer's concurrence.
6. When a violation of the Construction Stormwater General Permit (CSWGP) occurs, immediately notify the Engineer and fill out WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the Engineer within 48 hours of the violation.
7. Once Physical Completion has been given, prepare a Notice of Termination (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the Notice of Termination to Ecology.
8. Transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not stabilized from erosion.



9. Submit copies of all correspondence with Ecology electronically to the Engineer in a PDF format within four calendar days.

#### **1-07.5(4) Air Quality**

This section is revised to read:

The Contractor shall comply with all regional clean air authority and/or State Department of Ecology rules and regulations.

The air quality permit process may include additional State Environment Policy Act (SEPA) requirements. Contractors shall contact the appropriate regional air pollution control authority well in advance of beginning Work.

When the Work includes demolition or renovation of any existing facility or structure that contains Asbestos Containing Material (ACM) and/or Presumed Asbestos-Containing Material (PACM), the Contractor shall comply with the National Emission Standards for Hazardous Air Pollutants (NESHAP).

Any requirements included in Federal and State regulations regarding air quality that applies to the “owner or operator” shall be the responsibility of the Contractor.

#### **1-07.7(1) General**

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

When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2).

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

Unit prices shall cover all costs for operating over Structures, culverts and pipes.

#### **1-07.9(1) General**

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

Generally, the Contractor initiates the request by preparing standard form 1444 Request for Authorization of Additional Classification and Rate, available at <https://www.dol.gov/whd/recovery/dbsurvey/conformance.htm>, and submitting it to the Engineer for further action.

#### **1-07.9(2) Posting Notices**

The second sentence of the first paragraph (up until the colon) is revised to read:

The Contractor shall ensure the most current edition of the following are posted:

In items 1 through 10, the revision dates are deleted.

#### **1-07.11(2) Contractual Requirements**

In this section, “creed” is revised to read “religion”.

Item numbers 1 through 9 are revised to read 2 through 10, respectively.



After the preceding Amendment is applied, the following new item number 1 is inserted:

1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility and intimidation at all times. Behaviors that violate this requirement include but are not limited to:
  - a. Persistent conduct that is offensive and unwelcome.
  - b. Conduct that is considered to be hazing.
  - c. Jokes about race, gender, or sexuality that are offensive.
  - d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person's ability to perform their job or creates an intimidating, hostile, or offensive work environment.
  - e. Language or conduct that is offensive, threatening, intimidating or hostile based on race, gender, or sexual orientation.
  - f. Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual's reputation.

#### **1-07.11(5) Sanctions**

This section is supplemented with the following:

Immediately upon the Engineer's request, the Contractor shall remove from the Work site any employee engaging in behaviors that promote harassment, humiliation, fear or intimidation including but not limited to those described in these specifications.

#### **1-07.11(6) Incorporation of Provisions**

The first sentence is revised to read:

The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of materials and leases of equipment.

#### **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

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

An SPCC Plan template and guidance information is available at <http://www.wsdot.wa.gov/environment/technical/disciplines/hazardous-materials/spill-prevent-report>.

#### **1-07.18 Public Liability and Property Damage Insurance**

Item number 1 is supplemented with the following new sentence:

This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date.



1-08.AP1

**Section 1-08, Prosecution and Progress  
August 6, 2018**

**1-08.1 Subcontracting**

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

All Work that is not performed by the Contractor will be considered as subcontracting except: purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any other materials supplied by established and recognized commercial plants; or (2) delivery of these materials to the Work site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies hired by those commercial plants.

**1-08.5 Time for Completion**

Item number 2 of the sixth paragraph is supplemented with the following:

- 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).

**1-08.7 Maintenance During Suspension**

The fifth paragraph is revised to read:

The Contractor shall protect and maintain all other Work in areas not used by traffic. All costs associated with protecting and maintaining such Work shall be the responsibility of the Contractor.

1-09.AP1

**Section 1-09, Measurement and Payment  
August 6, 2018**

**1-09.2(1) General Requirements for Weighing Equipment**

The last paragraph is supplemented with the following:

When requested by the Engineer, the Contractor's representative shall collect the tickets throughout the day and provide them to the Engineer's designated receiver, not later than the end of shift, for reconciliation. Tickets for loads not verified as delivered will receive no pay.

**1-09.2(2) Specific Requirements for Batching Scales**

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

Batching scales used for concrete or hot mix asphalt shall not be used for batching other materials.



### **1-09.10 Payment for Surplus Processed Materials**

The following sentence is inserted after the first sentence of the second paragraph:

For Hot Mix Asphalt, the Plan quantity and quantity used will be adjusted for the quantity of Asphalt and quantity of RAP or other materials incorporated into the mix.

2-02.AP2

### **Section 2-02, Removal of Structures and Obstructions**

**April 2, 2018**

#### **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters**

In item number 3 of the first paragraph, the second sentence is revised to read:

For concrete pavement removal, a second vertical full depth relief saw cut offset 12 to 18 inches from and parallel to the initial saw cut is also required, unless the Engineer allows otherwise.

2-09.AP2

### **Section 2-09, Structure Excavation**

**April 2, 2018**

#### **2-09.2 Materials**

In the first paragraph, the references to “Portland Cement” and “Aggregates for Portland Cement Concrete” are revised to read:

|                             |           |
|-----------------------------|-----------|
| Cement                      | 9-01      |
| Fine Aggregate for Concrete | 9-03.1(2) |

#### **2-09.3(3)D Shoring and Cofferdams**

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

Structural shoring and cofferdams shall be designed for conditions stated in this Section using methods shown in Division I Section 5 of the *AASHTO Standard Specifications for Highway Bridges* Seventeenth Edition – 2002 for allowable stress design, or the *AASHTO LRFD Bridge Design Specifications* for load and resistance factor design.

3-01.AP3

### **Section 3-01, Production from Quarry and Pit Sites**

**April 2, 2018**

#### **3-01.1 Description**

The first paragraph is revised to read:

This Work shall consist of manufacturing and producing crushed and screened aggregates including pit run aggregates of the kind, quality, and grading specified for use in the construction of concrete, hot mix asphalt, crushed surfacing, maintenance rock, ballast, gravel base, gravel backfill, gravel borrow, riprap, and bituminous surface treatments of all descriptions.



4-04.AP4

**Section 4-04, Ballast and Crushed Surfacing**  
**April 2, 2018**

**4-04.3(5) Shaping and Compaction**

This section is supplemented with the following new paragraph:

When using 100% Recycled Concrete Aggregate, the Contractor may submit a written request to use a test point evaluation for compaction acceptance testing in lieu of compacting to 95% of the standard density as determined by the requirements of Section 2-03.3(14)D. The test point evaluation shall be performed in accordance with SOP 738.

5-01.AP5

**Section 5-01, Cement Concrete Pavement Rehabilitation**  
**August 6, 2018**

**5-01.2 Materials**

The section reference for Concrete Patching Material is revised to read "9-20.1".

**5-01.3(1)A1 Concrete Patching Materials**

In this section, each reference to "9-20" is revised to read "9-20.1".

**5-01.3(4) Replace Cement Concrete Panel**

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

If the replacement panel is located in an area that will be ground as part of concrete pavement grinding in accordance with Section 5-01.3(9), the surface smoothness shall be measured, by the Contractor, in conjunction with the smoothness measurement done in accordance with Section 5-01.3(10).

5-04.AP5

**Section 5-04, Hot Mix Asphalt**  
**April 2, 2018**

**5-04.1 Description**

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

The manufacture of HMA may include additives or processes that reduce the optimum mixing temperature (Warm Mix Asphalt) or serve as a compaction aid in accordance with these Specifications.

**5-04.2 Materials**

The reference to "Warm Mix Asphalt Additive" is revised to read "HMA Additive".

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

The last bullet in the first paragraph is revised to read:

- Do not include HMA additives that reduce the optimum mixing temperature or serve as a compaction aid when developing a mix design or submitting a mix design for



QPL evaluation. The use of HMA additives is not part of the process for obtaining approval for listing a mix design on the QPL. Refer to Section 5-04.2(2)B.

In the table, “WSDOT Standard Practice QC-8” is revised to read “WSDOT Standard Practice QC-8 located in the WSDOT Materials Manual M 46-01”.

#### **5-04.2(1)C Mix Design Resubmittal for QPL Approval**

Item number 3 of the first paragraph is revised to read:

3. Changes in modifiers used in the asphalt binder.

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

This section, including title, is revised to read:

##### **5-04.2(2)B Using HMA Additives**

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

- Do not use additives that reduce the mixing temperature in accordance with Section 5-04.3(6) in the production of High RAP/Any RAS mixtures.
- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

#### **5-04.3(3)A Mixing Plant**

In item number 5 of the first paragraph, “WSDOT T 168” is revised to read “FOP for AASHTO T 168”.

#### **5-04.3(4) Preparation of Existing Paved Surfaces**

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

Unless otherwise allowed by the Engineer, use cationic emulsified asphalt CSS-1, CSS-1h, or Performance Graded (PG) asphalt for tack coat.

#### **5-04.3(6) Mixing**

The first paragraph is revised to read:

The asphalt supplier shall introduce recycling agent and anti-stripping additive, in the amount designated on the QPL for the mix design, into the asphalt binder prior to shipment to the asphalt mixing plant.

The seventh paragraph is revised to read:

Upon discharge from the mixer, ensure that the temperature of the HMA does not exceed the optimum mixing temperature shown on the accepted Mix Design Report by more than 25°F, or as allowed by the Engineer. When an additive is included in the manufacture of HMA, do not heat the additive (at any stage of production including in binder storage tanks) to a temperature higher than the maximum recommended by the manufacturer of the additive.



### 5-04.3(7) Spreading and Finishing

The last row of the table is revised to read:

|                    |           |           |
|--------------------|-----------|-----------|
| $\frac{3}{8}$ inch | 0.25 feet | 0.30 feet |
|--------------------|-----------|-----------|

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

The following new paragraph is inserted after the first paragraph:

The Contracting Agency's combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA Mix Design will be used for VMA calculations until the Contractor submits a written request for a Gsb test. The new Gsb will be used in the VMA calculations for HMA from the date the Engineer receives the written request for a Gsb retest. The Contractor may request aggregate specific gravity (Gsb) testing be performed by the Contracting Agency twice per project. The Gsb blend of the combined stockpiles will be used to calculate voids in mineral aggregate (VMA) of any HMA produced after the new Gsb is determined.

### 5-04.3(9)A1 Test Section – When Required, When to Stop

The following new row is inserted after the second row in Table 9:

|     |                                                                                           |                   |
|-----|-------------------------------------------------------------------------------------------|-------------------|
| VMA | Minimum PF <sub>i</sub> of 0.95 based on the criteria in Section 5-04.3(9)B4 <sup>2</sup> | None <sup>4</sup> |
|-----|-------------------------------------------------------------------------------------------|-------------------|

### 5-04.3(9)A2 Test Section – Evaluating the HMA Mixture in a Test Section

In Table 9a, the test property "Gradation, Asphalt Binder, and V<sub>a</sub>" is revised to read "Gradation, Asphalt Binder, VMA, and V<sub>a</sub>"

### 5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing

In Table 11, "V<sub>a</sub>" is revised to read "VMA and V<sub>a</sub>"

### 5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF)

The following new row is inserted above the last row in Table 12:

|                                  |   |
|----------------------------------|---|
| Voids in Mineral Aggregate (VMA) | 2 |
|----------------------------------|---|

### 5-04.3(9)B7 Mixture Statistical Evaluation – Retests

The second to last sentence is revised to read:

The sample will be tested for a complete gradation analysis, asphalt binder content, VMA and V<sub>a</sub>, and the results of the retest will be used for the acceptance of the HMA mixture in place of the original mixture subplot sample test results.

### 5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots

The bulleted item in the fourth paragraph is revised to read:

- For a compaction lot in progress with a compaction CPF less than 0.75 using an LSL = 91.0, a new compaction lot will begin at the Contractor's request after the Engineer



is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

#### **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**

In the table, “WSDOT FOP for AASHTO T 355” is revised to read “FOP for AASHTO T 355”.

#### **5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments**

In the first paragraph, “WSDOT FOP for AASHTO T 355” is revised to read “FOP for AASHTO T 355”.

The first sentence in the second paragraph is revised to read:

For each HMA compaction lot (that is accepted by Statistical Evaluation) which does not meet the criteria in the preceding paragraph, the compaction lot shall be evaluated in accordance with Section 1-06.2(2)D5 to determine the appropriate Composite Pay Factor (CPF).

The last two paragraphs are revised to read:

Determine the Compaction Price Adjustment (CPA) from the table below, selecting the equation for CPA that corresponds to the value of CPF determined above.

| <b>Calculating HMA Compaction Price Adjustment (CPA)</b> |                                                       |
|----------------------------------------------------------|-------------------------------------------------------|
| <b>Value of CPF</b>                                      | <b>Equation for Calculating CPA</b>                   |
| When CPF > 1.00                                          | $CPA = [0.80 \times (CPF - 1.00)] \times Q \times UP$ |
| When CPF = 1.00                                          | CPA = \$0                                             |
| When CPF < 1.0                                           | $CPA = [0.40 \times (CPF - 1.00)] \times Q \times UP$ |

Where

CPA = Compaction Price Adjustment for the compaction lot (\$)

CPF = Composite Pay Factor for the compaction lot (maximum is 1.05)

Q = Quantity in the compaction lot (tons)

UP = Unit price of the HMA in the compaction lot (\$/ton)

#### **5-04.3(13) Surface Smoothness**

The second to last paragraph is revised to read:

When concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the Plan grade minus the specified Plan depth of concrete pavement. Prior to placing the concrete pavement, bring any such irregularities to the required tolerance by grinding or other means allowed by the Engineer.

#### **5-04.5 Payment**

The paragraph following the Bid item “Crack Sealing-LF”, per linear foot is revised to read:

The unit Contract price per linear foot for “Crack Sealing-LF” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4)A.



5-05.AP5

## **Section 5-05, Cement Concrete Pavement August 6, 2018**

### **5-05.1 Description**

In the first paragraph, “portland cement concrete” is revised to read “cement concrete”.

### **5-05.2 Materials**

In the first paragraph, the reference to “Portland Cement” is revised to read:

|        |      |
|--------|------|
| Cement | 9-01 |
|--------|------|

In the first paragraph, the section reference for Concrete Patching Material is revised to read “9-20.1”.

### **5-05.3(1) Concrete Mix Design for Paving**

The table title in item number 4 is revised to read **Concrete Batch Weights**.

In item 4a, “Portland Cement” is revised to read “Cement”.

### **5-05.3(4) Measuring and Batching Materials**

Item number 2 is revised to read:

2. **Batching Materials** – On all projects requiring more than 2,500 cubic yards of concrete for paving, the batching plant shall be equipped to proportion aggregates and cement by weight by means of automatic and interlocked proportioning devices of accepted type.

### **5-05.3(4)A Acceptance of Portland Cement Concrete Pavement**

This section’s title is revised to read:

#### **Acceptance of Portland Cement or Blended Hydraulic Cement Concrete Pavement**

The first sentence is revised to read:

Acceptance of portland cement or blended hydraulic cement concrete pavement shall be as provided under statistical or nonstatistical acceptance.

### **5-05.4 Measurement**

The last paragraph is revised to read:

The calculation for cement concrete compliance adjustment is the volume of concrete represented by the CPF and the Thickness deficiency adjustment.

### **5-05.5 Payment**

The bid item “Portland Cement Concrete Compliance Adjustment”, by calculation, and the paragraph following this bid item are revised to read:

“Cement Concrete Compliance Adjustment”, by calculation.



Payment for "Cement Concrete Compliance Adjustment" will be calculated by multiplying the unit Contract price for the cement concrete pavement, times the volume for adjustment, times the percent of adjustment determined from the calculated CPF and the Deficiency Adjustment listed in Section 5-05.5(1)A.

6-01.AP6

## **Section 6-01, General Requirements for Structures**

### **August 6, 2018**

This section is supplemented with the following new subsections:

#### **6-01.16 Repair of Defective Work**

##### **6-01.16(1) General**

When using repair procedures that are described elsewhere in the Contract Documents, the Working Drawing submittal requirements of this Section shall not apply to those repairs unless noted otherwise.

Repair procedures for defective Work shall be submitted as Type 2 Working Drawings. Type 2E Working Drawings shall be submitted when required by the Engineer. As an alternative to submitting Type 2 or 2E Working Drawings, defective Work within the limits of applicability of a pre-approved repair procedure may be repaired using that procedure. Repairs using a pre-approved repair procedure shall be submitted as a Type 1 Working Drawing.

Pre-approved repair procedures shall consist of the following:

- The procedures listed in Section 6-01.16(2)
- For precast concrete, repair procedures in the annual plant approval process documents that have been approved for use by the Contracting Agency.

All Working Drawings for repair procedures shall include:

- A description of the defective Work including location, extent and pictures
- Materials to be used in the repair. Repairs using manufactured products shall include written manufacturer recommendations for intended uses of the product, surface preparation, mixing, aggregate extension (if applicable), ambient and surface temperature limits, placement methods, finishing and curing.
- Construction procedures
- Plan details of the area to be repaired
- Calculations for Type 2E Working Drawings

Material manufacturer's instructions and recommendations shall supersede any conflicting requirements in pre-approved repair procedures.



The Engineer shall be notified prior to performing any repair procedure and shall be given an opportunity to inspect the repair work being performed.

**6-01.16(2) Pre-Approved Repair Procedures**

**6-01.16(2)A Concrete Spalls and Poor Consolidation (Rock Pockets, Honeycombs, Voids, etc.)**

This repair shall be limited to the following areas:

- Areas that are not on top Roadway surfaces (with or without an overlay) including but not limited to concrete bridge decks, bridge approach slabs or cement concrete pavement
- Areas that are not underwater
- Areas that are not on precast barrier, except for the bottom 4 inches (but not to exceed 1 inch above blockouts)
- Areas that do not affect structural adequacy as determined by the Engineer.

The repair procedure is as follows:

1. Remove all loose and unsound concrete. Impact breakers shall not exceed 15 pounds in weight when removing concrete adjacent to reinforcement or other embedments and shall not exceed 30 pounds in weight otherwise. Operate impact breakers at angles less than 45 degrees as measured from the surface of the concrete to the tool and moving away from the edge of the defective Work. Concrete shall be completely removed from exposed surfaces of existing steel reinforcing bars. If half or more of the circumference of any steel reinforcing bar is exposed, if the reinforcing bar is loose or if the bond to existing concrete is poor then concrete shall be removed at least  $\frac{3}{4}$  inch behind the reinforcing bar. Do not damage any existing reinforcement. Stop work and allow the Engineer to inspect the repair area after removing all loose and unsound concrete. Submit a modified repair procedure when required by the Engineer.
2. Square the edges of the repair area by cutting an edge perpendicular to the concrete surface around the repair area. The geometry of the repair perimeter shall minimize the edge length and shall be rectangular with perpendicular edges, avoiding reentrant corners. The depth of the cut shall be a minimum of  $\frac{3}{4}$  inch, but shall be reduced if necessary to avoid damaging any reinforcement. For repairs on vertical surfaces, the top edge shall slope up toward the front at a 1-vertical-to-3-horizontal slope.
3. Remove concrete within the repair area to a depth at least matching the cut depth at the edges. Large variations in the depth of removal within short distances shall be avoided. Roughen the concrete surface. The concrete surface should be roughened to at least Concrete



Surface Profile (CSP) 5 in accordance with ICRI Guideline No. 310.2R, unless a different CSP is recommended by the patching material manufacturer.

4. Inspect the concrete repair surface for delaminations, debonding, microcracking and voids using hammer tapping or a chain drag. Remove any additional loose or unsound concrete in accordance with steps 1 through 3.
5. Select a patching material in accordance with Section 9-20.2 that is appropriate for the repair location and thickness. The concrete patching material shall be pumpable or self-consolidating as required for the type of placement that suits the repair. The patching material shall have a minimum compressive strength at least equal to the specified compressive strength of the concrete.
6. Prepare the concrete surface and reinforcing steel in accordance with the patching material manufacturer's recommendations. At a minimum, clean the concrete surfaces (including perimeter edges) and reinforcing steel using oil-free abrasive blasting or high-pressure (minimum 5,000 psi) water blasting. All dirt, dust, loose particles, rust, laitance, oil, film, microcracked/bruised concrete or foreign material of any sort shall be removed. Damage to the epoxy coating on steel reinforcing bars shall be repaired in accordance with Section 6-02.3(24)H.
7. Construct forms if necessary, such as for patching vertical or overhead surfaces or where patching extends to the edge or corner of a placement.
8. When recommended by the patching material manufacturer, saturate the concrete in the repair area and remove any free water at the concrete surface to obtain a saturated surface dry (SSD) substrate. When recommended by the patching material manufacturer, apply a primer, scrub coat or bonding agent to the existing surfaces. Epoxy bonding agents, if used, shall be Type II or Type V in accordance with Section 9-26.1.
9. Place and consolidate the patching material in accordance with the manufacturer's recommendations. Work the material firmly into all surfaces of the repair area with sufficient pressure to achieve proper bond to the concrete.
10. The patching material shall be textured, cured and finished in accordance with the patching material manufacturer's recommendations and/or the requirements for the repaired component. Protect the newly placed patch from vibration in accordance with Section 6-02.3(6)D.
11. When the completed repair does not match the existing concrete color and will be visible to the public, a sand and cement mixture that is color



matched to the existing concrete shall be rubbed, brushed, or applied to the surface of the patching material and the concrete.

#### **6-01.10 Utilities Supported by or Attached to Bridges**

In the third paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

#### **6-01.12 Final Cleanup**

The second paragraph is deleted.

6-02.AP6

### **Section 6-02, Concrete Structures**

**August 6, 2018**

#### **6-02.1 Description**

The first sentence is revised to read:

This Work consists of the construction of all Structures (and their parts) made of portland cement or blended hydraulic cement concrete with or without reinforcement, including bridge approach slabs.

#### **6-02.2 Materials**

In the first paragraph, the references to "Portland Cement" and "Aggregates for Portland Cement Concrete" are revised to read:

|                         |        |
|-------------------------|--------|
| Cement                  | 9-01   |
| Aggregates for Concrete | 9-03.1 |

#### **6-02.3(2) Proportioning Materials**

The second paragraph is revised to read:

Unless otherwise specified, the Contractor shall use Type I or II portland cement or blended hydraulic cement in all concrete as defined in Section 9-01.2(1).

#### **6-02.3(2)A Contractor Mix Design**

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

For all other concrete, air content shall be a minimum of 4.5 percent and a maximum of 7.5 percent for all concrete placed above the finished ground line unless noted otherwise.

#### **6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D**

Item number 5 of the first paragraph is deleted.

Item number 6 of the first paragraph (after the preceding Amendment is applied) is renumbered to 5.

#### **6-02.3(2)B Commercial Concrete**

The second paragraph is revised to read:

Where concrete Class 3000 is specified for items such as, culvert headwalls, plugging culverts, concrete pipe collars, pipe anchors, monument cases, Type PPB, PS, I, FB and



RM signal standards, pedestals, cabinet bases, guardrail anchors, fence post footings, sidewalks, concrete curbs, curbs and gutters, and gutters, the Contractor may use commercial concrete. If commercial concrete is used for sidewalks, concrete curbs, curbs and gutters, and gutters, it shall have a minimum cementitious material content of 564 pounds per cubic yard of concrete, shall be air entrained, and the tolerances of Section 6-02.3(5)C shall apply.

#### **6-02.3(4) Ready-Mix Concrete**

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

All concrete, except lean concrete, shall be batched in a prequalified manual, semi-automatic, or automatic plant as described in Section 6-02.3(4)A.

#### **6-02.3(4)D Temperature and Time For Placement**

The following is inserted after the first sentence of the first paragraph:

The upper temperature limit for placement for Class 4000D concrete may be increased to a maximum of 80°F if allowed by the Engineer.

#### **6-02.3(5)C Conformance to Mix Design**

Item number 1 of the second paragraph is revised to read:

1. Cement weight plus 5 percent or minus 1 percent of that specified in the mix design.

#### **6-02.3(6)A1 Hot Weather Protection**

The first paragraph is revised to read:

The Contractor shall provide concrete within the specified temperature limits. Cooling of the coarse aggregate piles by sprinkling with water is permitted provided the moisture content is monitored, the mixing water is adjusted for the free water in the aggregate and the coarse aggregate is removed from at least 1 foot above the bottom of the pile. Sprinkling of fine aggregate piles with water is not allowed. Refrigerating mixing water or replacing all or part of the mixing water with crushed ice is permitted, provided the ice is completely melted by placing time.

The second sentence of the second paragraph is revised to read:

These surfaces include forms, reinforcing steel, steel beam flanges, and any others that touch the concrete.

#### **6-02.3(7) Vacant**

This section, including title, is revised to read:

##### **6-02.3(7) Tolerances**

Unless noted otherwise, concrete construction tolerances shall be in accordance with this section. Tolerances in this section do not apply to cement concrete pavement.

Horizontal deviation of roadway crown points, cross-slope break points, and curb, barrier or railing edges from alignment or work line:  $\pm 1.0$  inch

Deviation from plane:  $\pm 0.5$  inch in 10 feet



Deviation from plane for roadway surfaces:  $\pm 0.25$  inch in 10 feet

Deviation from plumb or specified batter:  $\pm 0.5$  inch in 10 feet, but not to exceed a total of  $\pm 1.5$  inches

Vertical deviation from profile grade for roadway surfaces:  $\pm 1$  inch

Vertical deviation of top surfaces (except roadway surfaces):  $\pm 0.75$  inch

Thickness of bridge decks and other structural slabs not at grade:  $\pm 0.25$  inch

Length, width and thickness of elements such as columns, beams, crossbeams, diaphragms, corbels, piers, abutments and walls, including dimensions to construction joints in initial placements:  $+0.5$  inch,  $-0.25$  inch

Length, width and thickness of spread footing foundations:  $+2$  inches,  $-0.5$  inch

Horizontal location of the as-placed edge of spread footing foundations: The greater of  $\pm 2\%$  of the horizontal dimension of the foundation perpendicular to the edge and  $\pm 0.5$  inch. However, the tolerance shall not exceed  $\pm 2$  inches.

Location of opening, insert or embedded item at concrete surface:  $\pm 0.5$  inch

Cross-sectional dimensions of opening:  $\pm 0.5$  inch

Bridge deck, bridge approach slab, and bridge traffic barrier expansion joint gaps with a specified temperature range, measured at a stable temperature:  $\pm 0.25$  inch

Horizontal deviation of centerline of bearing pad, oak block or other bearing assembly:  $\pm 0.125$  inch

Horizontal deviation of centerline of supported element from centerline of bearing pad, oak block or other bearing assembly  $\pm 0.25$  inch

Vertical deviation of top of bearing pad, oak block or other bearing assembly:  $\pm 0.125$  inch

### **6-02.3(10)C Finishing Equipment**

The first paragraph is revised to read:

The finishing machine shall be self-propelled and be capable of forward and reverse movement under positive control. The finishing machine shall be equipped with augers and a rotating cylindrical single or double drum screed. The finishing machine shall have the necessary adjustments to produce the required cross section, line, and grade. The finishing machine shall be capable of raising the screeds, augers, and any other parts of the finishing mechanical operation to clear the screeded surface, and returning to the specified grade under positive control. Unless otherwise allowed by the Engineer, a finishing machine manufacturer technical representative shall be on site to assist the first use of the machine on the Contract.

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



For bridge deck widening of 20 feet or less, and for bridge approach slabs, or where jobsite conditions do not allow the use of the conventional configuration finishing machines, or modified conventional machines as described above; the Contractor may submit a Type 2 Working Drawing proposing the use of a hand-operated motorized power screed such as a "Texas" or "Bunyan" screed.

#### **6-02.3(10)D4 Monitoring Bridge Deck Concrete Temperature After Placement**

This section, including title, is revised to read:

#### **6-02.3(10)D4 Vacant**

#### **6-02.3(10)D5 Bridge Deck Concrete Finishing and Texturing**

In the third subparagraph of the first paragraph, the last sentence is revised to read:

The Contractor shall texture the bridge deck surface to within 3-inches minimum and 24-inches maximum of the edge of concrete at expansion joints, within 1-foot minimum and 2-feet maximum of the curb line, and within 3-inches minimum and 9-inches maximum of the perimeter of bridge drain assemblies.

#### **6-02.3(10)F Bridge Approach Slab Orientation and Anchors**

The second to last paragraph is revised to read:

The compression seal shall be a 2½ inch wide gland and shall conform to Section 9-04.1(4).

The last paragraph is deleted.

#### **6-02.3(13)A Strip Seal Expansion Joint System**

In item number 3 of the third paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

#### **6-02.3(13)B Compression Seal Expansion Joint System**

The first paragraph is revised to read:

Compression seal glands shall conform to Section 9-04.1(4) and be sized as shown in the Plans.

#### **6-02.3(23) Opening to Traffic**

This section is supplemented with the following new paragraph:

After curing bridge approach slabs in accordance with Section 6-02.3(11), the bridge approach slabs may be opened to traffic when a minimum compressive strength of 2,500 psi is achieved.

#### **6-02.3(24)C Placing and Fastening**

This section is revised to read:

The Contractor shall position reinforcing steel as the Plans require and shall ensure that the steel is set within specified tolerances. Adjustments to reinforcing details outside of



specified tolerances to avoid interferences and for other purposes are acceptable when approved by the Engineer.

When spacing between bars is 1 foot or more, they shall be tied at all intersections. When spacing is less than 1 foot, every other intersection shall be tied. If the Plans require bundled bars, they shall be tied together with wires at least every 6 feet. All epoxy-coated bars in the top mat of the bridge deck shall be tied at all intersections, however they may be tied at alternate intersections when spacing is less than 1 foot in each direction and they are supported by continuous supports meeting all other requirements of supports for epoxy-coated bars. Other epoxy-coated bars shall also be tied at all intersections, but shall be tied at alternate intersections when spacing is less than 1 foot in each direction. Wire used for tying epoxy-coated reinforcing steel shall be plastic coated. **Tack welding is not permitted on reinforcing steel.**

Abrupt bends in the steel are permitted only when one steel member bends around another. Vertical stirrups shall pass around main reinforcement or be firmly attached to it.

For slip-formed concrete, the reinforcing steel bars shall be tied at all intersections and cross braced to keep the cage from moving during concrete placement. Cross bracing shall be with additional reinforcing steel. Cross bracing shall be placed both longitudinally and transversely.

After reinforcing steel bars are placed in a traffic or pedestrian barrier and prior to slip-form concrete placement, the Contractor shall check clearances and reinforcing steel bar placement. This check shall be accomplished by using a template or by operating the slip-form machine over the entire length of the traffic or pedestrian barrier. All clearance and reinforcing steel bar placement deficiencies shall be corrected by the Contractor before slip-form concrete placement.

Precast concrete supports (or other accepted devices) shall be used to maintain the concrete coverage required by the Plans. The precast concrete supports shall:

1. Have a bearing surface measuring not greater than 2 inches in either dimension, and
2. Have a compressive strength equal to or greater than that of the concrete in which they are embedded.

In slabs, each precast concrete support shall have either: (1) a grooved top that will hold the reinforcing bar in place, or (2) an embedded wire that protrudes and is tied to the reinforcing steel. If this wire is used around epoxy-coated bars, it shall be coated with plastic.

Precast concrete supports may be accepted based on a Manufacturer's Certificate of Compliance.

In lieu of precast concrete supports, the Contractor may use metal or all-plastic supports to hold uncoated bars. Any surface of a metal support that will not be covered by at least ½ inch of concrete shall be one of the following:

1. Hot-dip galvanized after fabrication in keeping with AASHTO M232 Class D;



2. Coated with plastic firmly bonded to the metal. This plastic shall be at least 3/32 inch thick where it touches the form and shall not react chemically with the concrete when tested in the State Materials Laboratory. The plastic shall not shatter or crack at or above -5°F and shall not deform enough to expose the metal at or below 200°F; or
3. Stainless steel that meet the requirements of ASTM A493, Type 302. Stainless steel chair supports are not required to be galvanized or plastic coated.

In lieu of precast concrete supports, epoxy-coated reinforcing bars may be supported by one of the following:

1. Metal supports coated entirely with a dielectric material such as epoxy or plastic,
2. Other epoxy-coated reinforcing bars, or
3. All-plastic supports.

Damaged coatings on metal bar supports shall be repaired prior to placing concrete.

All-plastic supports shall be lightweight, non-porous, and chemically inert in concrete. All-plastic supports shall have rounded seatings, shall not deform under load during normal temperatures, and shall not shatter or crack under impact loading in cold weather. All-plastic supports shall be placed at spacings greater than 1 foot along the bar and shall have at least 25 percent of their gross place area perforated to compensate for the difference in the coefficient of thermal expansion between plastic and concrete. The shape and configuration of all-plastic supports shall permit complete concrete consolidation in and around the support.

A “mat” is two adjacent and perpendicular layers of reinforcing steel. In bridge decks, top and bottom mats shall be supported adequately enough to hold both in their proper positions. If bar supports directly support, or are directly supported on No. 4 bars, they shall be spaced at not more than 3-foot intervals (or not more than 4-foot intervals for bars No. 5 and larger). Wire ties to girder stirrups shall not be considered as supports. To provide a rigid mat, the Contractor shall add other supports and tie wires to the top mat as needed.

Unless noted otherwise, the minimum concrete cover for main reinforcing bars shall be:

- 3 inches to a concrete surface deposited against earth without intervening forms.
- 2½ inches to the top surface of a concrete bridge deck or bridge approach slab.
- 2 inches to a concrete surface when not specified otherwise in this section or in the Contract documents.
- 1½ inches to a concrete barrier or curb surface.

Except for top cover in bridge decks and bridge approach slabs, minimum concrete cover to ties and stirrups may be reduced by ½ inch but shall not be less than 1 inch. Minimum



concrete cover shall also be provided to the outermost part of mechanical splices and headed steel reinforcing bars.

Reinforcing steel bar location, concrete cover and clearance shall not vary more than the following tolerances from what is specified in the Contract documents:

Reinforcing bar location for members 12 inches or less in thickness:  $\pm 0.25$  inch

Reinforcing bar location for members greater than 12 inches in thickness:  $\pm 0.375$  inch

Reinforcing bar location for bars placed at equal spacing within a plane: the greater of either  $\pm 1$  inch or  $\pm 1$  bar diameter within the plane. The total number of bars shall not be fewer than that specified.

The clearance between reinforcement shall not be less than the greater of the bar diameter or 1 inch for unbundled bars. For bundled bars, the clearance between bundles shall not be less than the greater of 1 inch or a bar diameter derived from the equivalent total area of all bars in the bundle.

Longitudinal location of bends and ends of bars:  $\pm 1$  inch

Embedded length of bars and length of bar lap splices:

No. 3 through No. 11: -1 inch

No. 14 through No. 18: -2 inches

Concrete cover measured perpendicular to concrete surface (except for the top surface of bridge decks, bridge approach slabs and other roadway surfaces):  $\pm 0.25$  inch

Concrete cover measured perpendicular to concrete surface for the top surface of bridge decks, bridge approach slabs and other roadway surfaces: +0.25 inch, -0 inch

Before placing any concrete, the Contractor shall:

1. Clean all mortar from reinforcement, and
2. Obtain the Engineer's permission to place concrete after the Engineer has inspected the placement of the reinforcing steel. (Any concrete placed without the Engineer's permission shall be rejected and removed.)

### **6-02.3(25)H Finishing**

The last paragraph is revised to read:

The Contractor may repair defects in prestressed concrete girders in accordance with Section 6-01.16.

### **6-02.3(27) Concrete for Precast Units**

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



Type III portland cement or blended hydraulic cement is permitted to be used in precast concrete units.

#### **6-02.3(28)B Casting**

In the second paragraph, the reference to Section 6-02.3(25)B is revised to read Section 6-02.3(25)C.

#### **6-02.3(28)D Contractors Control Strength**

In the first paragraph, "WSDOT FOP for AASHTO T 23" is revised to read "FOP for AASHTO T 23".

#### **6-02.3(28)E Finishing**

This section is supplemented with the following:

The Contractor may repair defects in precast panels in accordance with Section 6-01.16.

6-05.AP6

### **Section 6-05, Piling**

**January 2, 2018**

#### **6-05.3(9)A Pile Driving Equipment Approval**

The fourth sentence of the second paragraph is revised to read:

For prestressed concrete piles, the allowable driving stress in kips per square inch shall be  $0.095 \cdot \sqrt{f'_c}$  plus prestress in tension, and  $0.85f'_c$  minus prestress in compression, where  $f'_c$  is the concrete compressive strength in kips per square inch.

6-07.AP6

### **Section 6-07, Painting**

**January 2, 2018**

#### **6-07.3(6)A Paint Containers**

In item number 2 of the first paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

6-08.AP6

### **Section 6-08, Bituminous Surfacing on Structure Decks**

**January 2, 2018**

#### **6-08.3(7)A Concrete Deck Preparation**

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

The Contractor, with the Engineer, shall inspect the exposed concrete deck to establish the extent of bridge deck repair in accordance with Section 6-09.3(6).



**Section 6-09, Modified Concrete Overlays**  
**August 6, 2018**

**6-09.3 Construction Requirements**

This section is supplemented with the following new subsection:

**6-09.3(15) Sealing and Texturing Concrete Overlay**

After the requirements for checking for bond have been met, all joints and visible cracks shall be filled and sealed with a high molecular weight methacrylate resin (HMWM). The Contractor may use compressed air to accelerate drying of the deck surface for crack identification and sealing. Cracks 1/16 inch and greater in width shall receive two applications of HMWM. Immediately following the application of HMWM, the wetted surface shall be coated with sand for abrasive finish.

After all cracks have been filled and sealed and the HMWM resin has cured, the concrete overlay surface shall receive a longitudinally sawn texture in accordance with Section 6-02.3(10)D5.

Traffic shall not be permitted on the finished concrete until it has reached a minimum compressive strength of 3,000 psi as verified by rebound number determined in accordance with ASTM C805 and the longitudinally sawn texture is completed.

**6-09.3(1)B Rotary Milling Machines**

This section is revised to read:

Rotary milling machines used to remove an upper layer of existing concrete overlay, when present, shall have a maximum operating weight of 50,000 pounds and conform to Section 6-08.3(5)B.

**6-09.3(1)C Hydro-Demolition Machines**

The first sentence of this section is revised to read:

Hydro-demolition machines shall consist of filtering and pumping units operating in conjunction with a remote-controlled robotic device, using high-velocity water jets to remove sound concrete to the nominal scarification depth shown in the Plans with a single pass of the machine, and with the simultaneous removal of deteriorated concrete.

**6-09.3(1)D Shot Blasting Machines**

This section, including title, is revised to read:

**6-09.3(1)D Vacant**

**6-09.3(1)J Finishing Machine**

This section is revised to read:

The finishing machine shall meet the requirements of Section 6-02.3(10) and the following requirements:

The finishing machine shall be equipped with augers, followed by an oscillating, vibrating screed, vibrating roller tamper, or a vibrating pan, followed by a rotating



cylindrical double drum screed. The vibrating screed, roller tamper or pan shall be of sufficient length and width to properly consolidate the mixture. The vibrating frequency of the vibrating screed, roller tamper or pan shall be variable with positive control.

#### **6-09.3(2) Submittals**

Item number 1 and 2 are revised to read:

1. A Type 1 Working Drawing consisting of catalog cuts and operating parameters of the hydro-demolition machine selected by the Contractor for use in this project to scarify concrete surfaces.
2. A Type 1 Working Drawing consisting of catalog cuts, operating parameters, axle loads, and axle spacing of the rotary milling machine (if used to remove an upper layer of existing concrete overlay when present).

The first sentence of item number 3 is revised to read:

A Type 2 Working Drawing of the Runoff Water Disposal Plan.

#### **6-09.3(5)A General**

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

All areas of the deck that are inaccessible to the selected scarifying machine shall be scarified to remove the concrete surface matrix to a maximum nominal scarification depth shown in the Plans by a method acceptable to the Engineer.

This section is supplemented with the following:

Concrete process water generated by scarifying concrete surface and removing existing concrete overlay operations shall be contained, collected, and disposed of in accordance with Section 5-01.3(11) and Section 6-09.3(5)C, and the Section 6-09.3(2) Runoff Water Disposal Plan.

#### **6-09.3(5)B Testing of Hydro-Demolition and Shot Blasting Machines**

This section's title is revised to read:

##### **Testing of Hydro-Demolition Machines**

The second paragraph is revised to read:

In the "sound" area of concrete, the equipment shall be programmed to remove concrete to the nominal scarification depth shown in the Plans with a single pass of the machine.

#### **6-09.3(5)D Shot Blasting**

This section, including title, is revised to read:

##### **6-09.3(5)D Vacant**

#### **6-09.3(5)E Rotomilling**

This section, including title, is revised to read:



#### **6-09.3(5)E Removing Existing Concrete Overlay Layer by Rotomilling**

When the Contractor elects to remove the upper layer of existing concrete overlay, when present, by rotomilling prior to final scarifying, the entire concrete surface of the bridge deck shall be milled to remove the surface matrix to the depth specified in the Plans with a tolerance as specified in Section 6-08.3(5)B. The operating parameters of the rotary milling machine shall be monitored in order to prevent the unnecessary removal of concrete below the specified removal depth.

#### **6-09.3(6) Further Deck Preparation**

The first paragraph is revised to read::

Once the lane or strip being overlaid has been cleaned of debris from scarifying, the Contractor, with the Engineer, shall perform a visual inspection of the scarified surface. The Contractor shall mark those areas of the existing bridge deck that are authorized by the Engineer for further deck preparation by the Contractor.

Item number 4 of the second paragraph is deleted.

The first sentence of the third paragraph is deleted.

#### **6-09.3(6)A Equipment for Further Deck Preparation**

This section is revised to read:

Further deck preparation shall be performed using either power driven hand tools conforming to Section 6-09.3(1)A, or hydro-demolition machines conforming to Section 6-09.3(1)C.

#### **6-09.3(6)B Deck Repair Preparation**

The second paragraph is deleted.

The last sentence of the second paragraph (after the preceding Amendment is applied) is revised to read:

In no case shall the depth of a sawn vertical cut exceed  $\frac{3}{4}$  inch or to the top of the top steel reinforcing bars, whichever is less.

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

Where existing steel reinforcing bars inside deck repair areas show deterioration greater than 20-percent section loss, the Contractor shall furnish and place steel reinforcing bars alongside the deteriorated bars in accordance with the details shown in the Standard Plans.

The last paragraph is deleted.

#### **6-09.3(7) Surface Preparation for Concrete Overlay**

The first seven paragraphs are deleted and replaced with the following:

Following the completion of any required further deck preparation the entire lane or strip being overlaid shall be cleaned to be free from oil and grease, rust and other foreign



material that may still be present. These materials shall be removed by detergent-cleaning or other method accepted by the Engineer followed by sandblasting.

After detergent cleaning and sandblasting is completed, the entire lane or strip being overlaid shall be swept clean in final preparation for placing concrete using either compressed air or vacuum machines.

Hand tool chipping, sandblasting and cleaning in areas adjacent to a lane or strip being cleaned in final preparation for placing concrete shall be discontinued when final preparation is begun. Scarifying and hand tool chipping shall remain suspended until the concrete has been placed and the requirement for curing time has been satisfied. Sandblasting and cleaning shall remain suspended for the first 24 hours of curing time after the completion of concrete placing.

Scarification, and removal of the upper layer of concrete overlay when present, may proceed during the final cleaning and overlay placement phases of the Work on adjacent portions of the Structure so long as the scarification and concrete overlay removal operations are confined to areas which are a minimum of 100 feet away from the defined limits of the final cleaning or overlay placement in progress. If the scarification and concrete overlay removal impedes or interferes in any way with the final cleaning or overlay placement as determined by the Engineer, the scarification and concrete overlay removal Work shall be terminated immediately and the scarification and concrete overlay removal equipment removed sufficiently away from the area being prepared or overlaid to eliminate the conflict. If the grade is such that water and contaminants from the scarification and concrete overlay removal operation will flow into the area being prepared or overlaid, the scarification and concrete overlay removal operation shall be terminated and shall remain suspended for the first 24 hours of curing time after the completion of concrete placement.

#### **6-09.3(12) Finishing Concrete Overlay**

The third paragraph is deleted.

The last paragraph is deleted.

#### **6-09.3(13) Curing Concrete Overlay**

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

As the finishing operation progresses, the concrete shall be immediately covered with a single layer of clean, new or used, wet burlap.

The last sentence of the second paragraph is deleted.

The following two new paragraphs are inserted after the second paragraph:

As an alternative to the application of burlap and fog spraying described above, the Contractor may propose a curing system using proprietary curing blankets specifically manufactured for bridge deck curing. The Contractor shall submit a Type 2 Working Drawing consisting of details of the proprietary curing blanket system, including product literature and details of how the system is to be installed and maintained.

The wet curing regimen as described shall remain in place for a minimum of 42-hours.



The last paragraph is deleted.

### **6-09.3(14) Checking for Bond**

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

After the requirements for curing have been met, the entire overlaid surface shall be sounded by the Contractor, in a manner accepted by and in the presence of the Engineer, to ensure total bond of the concrete to the bridge deck.

The last sentence of the first paragraph is deleted.

The second paragraph is deleted.

6-10.AP6

### **Section 6-10, Concrete Barrier August 6, 2018**

#### **6-10.2 Materials**

In the first paragraph, the reference to "Portland Cement" is revised to read:

Cement                      9-01

### **6-10.3(6) Placing Concrete Barrier**

The first two sentences of the first paragraph are revised to read:

Precast concrete barriers Type 2, Type 4, Type F, precast single slope barrier, and transitions shall rest on a paved foundation shaped to a uniform grade and section. The foundation surface for precast concrete barriers Type 2, Type 4, Type F, precast single slope barrier, and transitions shall meet this test for uniformity: When a 10-foot straightedge is placed on the surface parallel to the centerline for the barrier, the surface shall not vary more than ¼ inch from the lower edge of the straightedge.

6-11.AP6

### **Section 6-11, Reinforced Concrete Walls April 2, 2018**

#### **6-11.2 Materials**

In the first paragraph, the reference to "Aggregates for Portland Cement Concrete" is revised to read:

Aggregates for Concrete      9-03.1

6-12.AP6

### **Section 6-12, Noise Barrier Walls August 6, 2018**

#### **6-12.2 Materials**

In the first paragraph, the reference to "Aggregates for Portland Cement Concrete" is revised to read:



Aggregates for Concrete 9-03.1

The first paragraph is supplemented with the following new material reference:

Noise Barrier Wall Access Door 9-06.17

### **6-12.3(9) Access Doors and Concrete Landing Pads**

The second paragraph is deleted and replaced with the following:

All frame and door surfaces, except stainless steel surfaces, shall be painted in accordance with Section 6-07.3(9). Primer shall be applied to all non-stainless steel surfaces. All primer coated exposed metal surfaces shall be field painted with the remaining Section 6-07.3(9)A paint system coats. The top coat, when dry, shall match the color specified in the Plans or Special Provisions.

This section is supplemented with the following:

Access door deadbolt locks shall be capable of accepting a Best CX series core. The Contractor shall furnish and install a spring-loaded construction core lock with each lock. The Engineer will furnish the permanent Best CX series core for the Contractor to install at the conclusion of the project.

6-13.AP6

## **Section 6-13, Structural Earth Walls August 6, 2018**

### **6-13.2 Materials**

In the first paragraph, the reference to "Aggregates for Portland Cement Concrete" is revised to read:

Aggregates for Concrete 9-03.1

### **6-13.3(4) Precast Concrete Facing Panel and Concrete Block Fabrication**

Item number 1 of the sixth paragraph is revised to read:

1. Vertical dimensions shall be  $\pm \frac{1}{16}$  inch of the Plan dimension, and the rear height shall not exceed the front height.

Item number 3 of the sixth paragraph is revised to read:

3. All other dimensions shall be  $\pm \frac{1}{4}$  inch of the Plan dimension.

6-14.AP6

## **Section 6-14, Geosynthetic Retaining Walls April 2, 2018**

### **6-14.2 Materials**

In the first paragraph, the references to "Portland Cement" and "Aggregates for Portland Cement Concrete" are revised to read:



|                         |        |
|-------------------------|--------|
| Cement                  | 9-01   |
| Aggregates for Concrete | 9-03.1 |

6-16.AP6

## **Section 6-16, Soldier Pile and Soldier Pile Tieback Walls**

**April 2, 2018**

### **6-16.2 Materials**

In the first paragraph, the reference to “Aggregates for Portland Cement Concrete” is revised to read:

|                         |        |
|-------------------------|--------|
| Aggregates for Concrete | 9-03.1 |
|-------------------------|--------|

6-18.AP6

## **Section 6-18, Shotcrete Facing**

**January 2, 2018**

### **6-18.3(3) Testing**

In the last sentence of the first paragraph, “AASHTO T 24” is revised to read “ASTM C1604”.

### **6-18.3(3)B Production Testing**

In the last sentence, “AASHTO T 24” is revised to read “ASTM C1604”.

### **6-18.3(4) Qualifications of Contractor’s Personnel**

In the last sentence of the second paragraph, “AASHTO T 24” is revised to read “ASTM C1604”.

6-19.AP6

## **Section 6-19, Shafts**

**August 6, 2018**

### **6-19.2 Materials**

In the first paragraph, the references to “Portland Cement” and “Aggregates for Portland Cement Concrete” are revised to read:

|                         |        |
|-------------------------|--------|
| Cement                  | 9-01   |
| Aggregates for Concrete | 9-03.1 |

### **6-19.3(1)A Shaft Construction Tolerances**

The last paragraph is supplemented with the following:

The elevation of the top of the reinforcing cage for drilled shafts shall be within +6 inches and -3 inches from the elevation shown in the Plans.

### **6-19.3(3)C Conduct of Shaft Casing Installation and Removal and Shaft Excavation Operations**

The first paragraph is supplemented with the following:

In no case shall shaft excavation and casing placement extend below the bottom of shaft excavation as shown in the Plans.



### **6-19.3(6)E Thermal Wire and Thermal Access Point (TAPS)**

The third sentence of the third paragraph is revised to read:

The thermal wire shall extend from the bottom of the reinforcement cage to the top of the shaft, with a minimum of 5-feet of slack wire provided above the top of shaft.

The following new sentence is inserted after the third sentence of the third paragraph:

All thermal wires in a shaft shall be equal lengths.

7-02.AP7

### **Section 7-02, Culverts**

**April 2, 2018**

#### **7-02.2 Materials**

In the first paragraph, the references to “Portland Cement” and “Aggregates for Portland Cement Concrete” are revised to read:

|                         |        |
|-------------------------|--------|
| Cement                  | 9-01   |
| Aggregates for Concrete | 9-03.1 |

#### **7-02.3(6)A4 Excavation and Bedding Preparation**

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

The bedding course shall be a 6-inch minimum thickness layer of culvert bedding material, defined as granular material either conforming to Section 9-03.12(3) or to AASHTO Grading No. 57 as specified in Section 9-03.1(4)C.

7-05.AP7

### **Section 7-05, Manholes, Inlets, Catch Basins, and Drywells**

**August 6, 2018**

#### **7-05.3 Construction Requirements**

The fourth sentence of the third paragraph is deleted.

7-08.AP7

### **Section 7-08, General Pipe Installation Requirements**

**April 2, 2018**

#### **7-08.3(3) Backfilling**

The fifth sentence of the fourth paragraph is revised to read:

All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D except in the case that 100% Recycled Concrete Aggregate is used.

The following new sentences are inserted after the fifth sentence of the fourth paragraph:



When 100% Recycled Concrete Aggregate is used, the Contractor may submit a written request to use a test point evaluation for compaction acceptance. Test Point evaluation shall be performed in accordance with SOP 738.

8-01.AP8

## **Section 8-01, Erosion Control and Water Pollution Control**

**April 2, 2018**

### **8-01.1 Description**

This section is revised to read:

This Work consists of furnishing, installing, maintaining, removing and disposing of best management practices (BMPs), as defined in the Washington Administrative Code (WAC) 173-201A, to manage erosion and water quality in accordance with these Specifications and as shown in the Plans or as designated by the Engineer.

The Contracting Agency may have a National Pollution Discharge Elimination System Construction Stormwater General Permit (CSWGP) as identified in the Contract Special Provisions. The Contracting Agency may or may not transfer coverage of the CSWGP to the Contractor when a CSWGP has been obtained. The Contracting Agency may not have a CSWGP for the project but may have another water quality related permit as identified in the Contract Special Provisions or the Contracting Agency may not have water quality related permits but the project is subject to applicable laws for the Work. Section 8-01 covers all of these conditions.

### **8-01.2 Materials**

The first paragraph is revised to read:

Materials shall meet the requirements of the following sections:

|                                       |           |
|---------------------------------------|-----------|
| Corrugated Polyethylene Drain Pipe    | 9-05.1(6) |
| Quarry Spalls                         | 9-13      |
| Erosion Control and Roadside Planting | 9-14      |
| Construction Geotextile               | 9-33      |

### **8-01.3(1) General**

This section is revised to read:

Adaptive management shall be employed throughout the duration of the project for the implementation of erosion and water pollution control permit requirements for the current condition of the project site. The adaptive management includes the selection and utilization of BMPs, scheduling of activities, prohibiting unacceptable practices, implementing maintenance procedures, and other managerial practices that when used singularly or in combination, prevent or reduce the release of pollutants to waters of the State. The adaptive management shall use the means and methods identified in this section and means and methods identified in the Washington State Department of Transportation's Temporary Erosion and Sediment Control Manual or the Washington State Department of Ecology's Stormwater Management Manuals for construction stormwater.



The Contractor shall install a high visibility fence along the site preservation lines shown in the Plans or as instructed by the Engineer.

Throughout the life of the project, the Contractor shall preserve and protect the delineated preservation area, acting immediately to repair or restore any fencing damaged or removed.

All discharges to surface waters shall comply with surface water quality standards as defined in Washington Administrative Code (WAC) Chapter 173-201A. All discharges to the ground shall comply with groundwater quality standards WAC Chapter 173-200.

The Contractor shall comply with the CSWGP when the project is covered by the CSWGP. Temporary Work, at a minimum, shall include the implementation of:

1. Sediment control measures prior to ground disturbing activities to ensure all discharges from construction areas receive treatment prior to discharging from the site.
2. Flow control measures to prevent erosive flows from developing.
3. Water management strategies and pollution prevention measures to prevent contamination of waters that will be discharged to surface waters or the ground.
4. Erosion control measures to stabilize erodible earth not being worked.
5. Maintenance of BMPs to ensure continued compliant performance.
6. Immediate corrective action if evidence suggests construction activity is not in compliance. Evidence includes sampling data, olfactory or visual evidence such as the presence of suspended sediment, turbidity, discoloration, or oil sheen in discharges.

To the degree possible, the Contractor shall coordinate this temporary Work with permanent drainage and erosion control Work the Contract requires.

Clearing, grubbing, excavation, borrow, or fill within the Right of Way shall never expose more erodible earth than as listed below:

| <b>Western Washington<br/>(West of the Cascade<br/>Mountain Crest)</b> |          | <b>Eastern Washington<br/>(East of the Cascade<br/>Mountain Crest)</b> |          |
|------------------------------------------------------------------------|----------|------------------------------------------------------------------------|----------|
| May 1 through<br>September 30                                          | 17 Acres | April 1 through<br>October 31                                          | 17 Acres |
| October 1<br>through April<br>30                                       | 5 Acres  | November 1<br>through March<br>31                                      | 5 Acres  |

The Engineer may increase or decrease the limits based on project conditions.

Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced and transported by rain, wind, or surface water runoff.



Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period (see the table below), using BMPs for erosion control.

| <b>Western Washington<br/>(West of the Cascade<br/>Mountain Crest)</b> |                   | <b>Eastern Washington<br/>(East of the Cascade<br/>Mountain Crest)</b> |                    |
|------------------------------------------------------------------------|-------------------|------------------------------------------------------------------------|--------------------|
| October 1<br>through April<br>30                                       | 2 days<br>maximum | October 1<br>through June<br>30                                        | 5 days<br>maximum  |
| May 1 to<br>September 30                                               | 7 days<br>maximum | November 1<br>through March<br>31                                      | 10 days<br>maximum |

When applicable, the Contractor shall be responsible for all Work required for compliance with the CSWGP including annual permit fees.

If the Engineer, under Section 1-08.6, orders the Work suspended, the Contractor shall continue to comply with this division during the suspension.

Nothing in this Section shall relieve the Contractor from complying with other Contract requirements.

#### **8-01.3(1)A Submittals**

This section's content is deleted.

This section is supplemented with the following new subsection:

##### **8-01.3(1)A1 Temporary Erosion and Sediment Control**

A Temporary Erosion and Sediment Control (TESC) plan consists of a narrative section and plan sheets that meets the Washington State Department of Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the CSWGP. Abbreviated TESC plans are not required to include plan sheets and are used on small projects that disturb soil and have the potential to discharge but are not covered by the CSWGP. The contract uses the term "TESC plan" to describe both TESC plans and abbreviated TESC plans. When the Contracting Agency has developed a TESC plan for a Contract, the narrative is included in the appendix to the Special Provisions and the TESC plan sheets, when required, are included in the Contract Plans. The Contracting Agency TESC plan will not include off-site areas used to directly support construction activity.

The Contractor shall either adopt the TESC Plan in the Contract or develop a new TESC Plan. If the Contractor adopts the Contracting Agency TESC Plan, the Contractor shall modify the TESC Plan to meet the Contractor's schedule, method of construction, and to include off-site areas that will be used to directly support construction activity such as equipment staging yards, material storage areas, or borrow areas. Contractor TESC Plans shall include all high visibility fence delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adaptively managed as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a



schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

The Contractor shall submit their TESC Plan (either the adopted plan or new plan) and implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated TESC Plans shall be submitted as Type 1 Working Drawings.

#### **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

This section is revised to read:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology in accordance with the CSWGP.
4. Develop and maintain the Site Log Book as defined in the CSWGP. When the Site Log Book or portion thereof is electronically developed, the electronic documentation must be accessible onsite. As a part of the Site Log Book, the Contractor shall develop and maintain a tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Washington State Department of Ecology's Erosion and Sediment Control Site Inspection Form, located at <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>, shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

#### **8-01.3(1)C Water Management**

This section is supplemented with the following new subsections:



#### **8-01.3(1)C5 Water Management for In-Water Work Below Ordinary High Water Mark (OHWM)**

Work over surface waters of the state (defined in WAC 173-201A-010) or below the OHWM (defined in RCW 90.58.030) must comply with water quality standards for surface waters of the state of Washington.

#### **8-01.3(1)C6 Environmentally Acceptable Hydraulic Fluid**

All equipment containing hydraulic fluid that extends from a bridge deck over surface waters of the state or below the OHWM, shall be equipped with an environmentally acceptable hydraulic fluid. The fluid shall meet specific requirements for biodegradability, aquatic toxicity, and bioaccumulation in accordance with the United States Environmental Protection Agency (EPA) publication EPA800-R-11-002. Acceptance shall be in accordance with Section 1-06.3, Manufacturer's Certification of Compliance.

The designation of environmentally acceptable hydraulic fluid does not mean fluid spills are acceptable. The Contractor shall respond to spills to land or water in accordance with the Contract.

#### **8-01.3(1)C7 Turbidity Curtain**

All Work for the turbidity curtain shall be in accordance with the manufacturer's recommendations for the site conditions. Removal procedures shall be developed and used to minimize silt release and disturbance of silt. The Contractor shall submit a Type 2 Working Drawing, detailing product information, installation and removal procedures, equipment and workforce needs, maintenance plans, and emergency repair/replacement plans.

Turbidity curtain materials, installation, and maintenance shall be sufficient to comply with water quality standards.

The Contractor shall notify the Engineer 10 days in advance of removing the turbidity curtain. All components of the turbidity curtain shall be removed from the project.

#### **8-01.3(1)C1 Disposal of Dewatering Water**

This section is revised to read:

When uncontaminated groundwater is encountered in an excavation on a project it may be infiltrated within vegetated areas of the right of way not designated as Sensitive Areas or incorporated into an existing stormwater conveyance system at a rate that will not cause erosion or flooding in any receiving surface water.

Alternatively, the Contractor may pursue independent disposal and treatment alternatives that do not use the stormwater conveyance system provided it is in compliance with the applicable WACs and permits.

#### **8-01.3(1)C2 Process Wastewater**

This section is revised to read:

Wastewater generated on-site as a byproduct of a construction process shall not be discharged to surface waters of the State. Some sources of process wastewater may be infiltrated in accordance with the CSWGP with concurrence from the Engineer. Some



sources of process wastewater may be disposed via independent disposal and treatment alternatives in compliance with the applicable WACs and permits.

### **8-01.3(1)C3 Shaft Drilling Slurry Wastewater**

This section is revised to read:

Wastewater generated on-site during shaft drilling activity shall be managed and disposed of in accordance with the requirements below. No shaft drilling slurry wastewater shall be discharged to surface waters of the State. Neither the sediment nor liquid portions of the shaft drilling slurry wastewater shall be contaminated, as detectable by visible or olfactory indication (e.g., chemical sheen or smell).

1. Water-only shaft drilling slurry or water slurry with accepted flocculants may be infiltrated on-site. Flocculants used shall meet the requirements of Section 9-14.5(1) or shall be chitosan products listed as General Use Level Designation (GULD) on the Washington State Department of Ecology's stormwater treatment technologies webpage for construction treatment. Infiltration is permitted if the following requirements are met:
  - a. Wastewater shall have a pH of 6.5 – 8.5 prior to discharge.
  - b. The amount of flocculant added to the slurry shall be kept to the minimum needed to adequately settle out solids. The flocculant shall be thoroughly mixed into the slurry.
  - c. The slurry removed from the shaft shall be contained in a leak proof cell or tank for a minimum of 3 hours.
  - d. The infiltration rate shall be reduced if needed to prevent wastewater from leaving the infiltration location. The infiltration site shall be monitored regularly during infiltration activity. All wastewater discharged to the ground shall fully infiltrate and discharges shall stop before the end of each work day.
  - e. Drilling spoils and settled sediments remaining in the containment cell or tank shall be disposed of in accordance with Section 6-19.3(4)F.
  - f. Infiltration locations shall be in upland areas at least 150 feet away from surface waters, wells, on-site sewage systems, aquifer sensitive recharge areas, sole source aquifers, well head protection areas, and shall be marked on the plan sheets before the infiltration activity begins.
  - g. Prior to infiltration, the Contractor shall submit a Shaft Drilling Slurry Wastewater Management and Infiltration Plan as a Type 2 Working Drawing. This Plan shall be kept on-site, adapted if needed to meet the construction requirements, and updated to reflect what is being done in the field. The Working Drawing shall include, at a minimum, the following information:
    - i. Plan sheet showing the proposed infiltration location and all surface waters, wells, on-site sewage systems, aquifer-sensitive recharge



areas, sole source aquifers, and well-head protection areas within 150 feet.

- ii. The proposed elevation of soil surface receiving the wastewater for infiltration and the anticipated phreatic surface (i.e., saturated soil).
  - iii. The source of the water used to produce the slurry.
  - iv. The estimated total volume of wastewater to be infiltrated.
  - v. The accepted flocculant to be used (if any).
  - vi. The controls or methods used to prevent surface wastewater runoff from leaving the infiltration location.
  - vii. The strategy for removing slurry wastewater from the shaft and containing the slurry wastewater once it has been removed from the shaft.
  - viii. The strategy for monitoring infiltration activity and adapting methods to ensure compliance.
  - ix. A contingency plan that can be implemented immediately if it becomes evident that the controls in place or methods being used are not adequate.
  - x. The strategy for cleaning up the infiltration location after the infiltration activity is done. Cleanup shall include stabilizing any loose sediment on the surface within the infiltration area generated as a byproduct of suspended solids in the infiltrated wastewater or soil disturbance associated with BMP placement and removal.
2. Shaft drilling mineral slurry, synthetic slurry, or slurry with polymer additives not allowed for infiltration shall be contained and disposed of by the Contractor at an accepted disposal facility in accordance with Section 2-03.3(7)C. Spoils that have come into contact with mineral slurry shall be disposed of in accordance with Section 6-19.3(4)F.

#### **8-01.3(1)C4 Management of Off-Site Water**

This section is revised to read:

Prior to clearing and grubbing, the Contractor shall intercept all sources of off-site surface water and overland flow that will run-on to the project. Off-site surface water run-on shall be diverted through or around the project in a way that does not introduce construction related pollution. It shall be diverted to its preconstruction discharge location in a manner that does not increase preconstruction flow rate and velocity and protects contiguous properties and waterways from erosion. The Contractor shall submit a Type 2 Working Drawing consisting of the method for performing this Work.

#### **8-01.3(1)E Detention/Retention Pond Construction**

This section is revised to read:



Whether permanent or temporary, ponds shall be constructed before beginning other grading and excavation Work in the area that drains into that pond. Detention/retention ponds may be constructed concurrently with grading and excavation when allowed by the Engineer. Temporary conveyances shall be installed concurrently with grading in accordance with the TESC Plan so that newly graded areas drain to the pond as they are exposed.

#### **8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch**

In the table, the second column heading is revised to read:

##### **Eastern Washington<sup>1</sup> (East of the Cascade Mountain Crest)**

Footnote 1 in the table is revised to read:

Seeding may be allowed outside these dates when allowed or directed by the Engineer.

#### **8-01.3(5) Plastic Covering**

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

**Erosion Control** – Plastic coverings used to temporarily cover stockpiled materials, slopes or bare soils shall be installed and maintained in a way that prevents water from intruding under the plastic and prevents the plastic cover from being damaged by wind.

#### **8-01.3(7) Stabilized Construction Entrance**

The first paragraph is revised to read:

Temporary stabilized construction entrance shall be constructed in accordance with the *Standard Plans*, prior to construction vehicles entering the roadway from locations that generate sediment track out on the roadway. Material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

#### **8-01.3(8) Street Cleaning**

This section is revised to read:

Self-propelled pickup street sweepers shall be used to remove and collect dirt and other debris from the Roadway. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards. Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

When allowed by the Engineer, power broom sweepers may be used in non-environmentally sensitive areas. The broom sweeper shall sweep dirt and other debris from the roadway into the work area. The swept material shall be prevented from entering or washing into waters of the State.

Street washing with water will require the concurrence of the Engineer.



### **8-01.3(12) Compost Socks**

The first two sentences of the first paragraph are revised to read:

Compost socks are used to disperse flow and sediment. Compost socks shall be installed as soon as construction will allow but before flow conditions create erosive flows or discharges from the site. Compost socks shall be installed prior to any mulching or compost placement.

### **8-01.3(13) Temporary Curb**

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

Temporary curbs shall be a minimum of 4 inches in height.

### **8-01.3(14) Temporary Pipe Slope Drain**

The third and fourth paragraphs are revised to read:

The pipe fittings shall be water tight and the pipe secured to the slope with metal posts, wood stakes, sand bags, or as allowed by the Engineer.

The water shall be discharged to a stabilized conveyance, sediment trap, stormwater pond, rock splash pad, or vegetated strip, in a manner to prevent erosion and maintain water quality compliance.

The last paragraph is deleted.

### **8-01.3(15) Maintenance**

This section is revised to read:

Erosion and sediment control BMPs shall be maintained or adaptively managed as required by the CSWGP until the Engineer determines they are no longer needed. When deficiencies in functional performance are identified, the deficiencies shall be rectified immediately.

The BMPs shall be inspected on the schedule outlined in Section 8-01.3(1)B for damage and sediment deposits. Damage to or undercutting of BMPs shall be repaired immediately.

In areas where the Contractor's activities have compromised the erosion control functions of the existing grasses, the Contractor shall overseed at no additional cost to the Contracting Agency.

The quarry spalls of construction entrances shall be refreshed, replaced, or screened to maintain voids between the spalls for collecting mud and dirt.

Unless otherwise specified, when the depth of accumulated sediment and debris reaches approximately  $\frac{1}{3}$  the height of the BMP the deposits shall be removed. Debris or contaminated sediment shall be disposed of in accordance with Section 2-03.3(7)C. Clean sediments may be stabilized on-site using BMPs as allowed by the Engineer.

### **8-01.3(16) Removal**

This section is revised to read:



The Contractor shall remove all temporary BMPs, all associated hardware and associated accumulated sediment deposition from the project limits prior to Physical Completion unless otherwise allowed by the Engineer. When the temporary BMP materials are made of natural plant fibers unaltered by synthetic materials the Engineer may allow leaving the BMP in place.

The Contractor shall remove BMPs and associated hardware in a way that minimizes soil disturbance. The Contractor shall permanently stabilize all bare and disturbed soil after removal of BMPs. If the installation and use of the erosion control BMPs have compacted or otherwise rendered the soil inhospitable to plant growth, such as construction entrances, the Contractor shall take measures to rehabilitate the soil to facilitate plant growth. This may include, but is not limited to, ripping the soil, incorporating soil amendments, or seeding with the specified seed.

At the request of the Contractor and at the sole discretion of the Engineer the CSWGP may be transferred back to the Contracting Agency. Approval of the Transfer of Coverage request will require the following:

1. All other Work required for Contract Completion has been completed.
2. All Work required for compliance with the CSWGP has been completed to the maximum extent possible. This includes removal of BMPs that are no longer needed and the site has undergone all Stabilization identified for meeting the requirements of Final Stabilization in the CSWGP.
3. An Equitable Adjustment change order for the cost of Work that has not been completed by the Contractor.
4. Submittal of the Washington State Department of Ecology Transfer of Coverage form (Ecology form ECY 020-87a) to the Engineer.

If the Engineer approves the transfer of coverage back to the Contracting Agency, the requirement in Section 1-07.5(3) for the Contractor's submittal of the Notice of Termination form to the Washington State Department of Ecology will not apply.

#### **8-01.4 Measurement**

This section's content is deleted and replaced with the following new subsections:

##### **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

When the Bid Proposal contains the item "Erosion Control and Water Pollution Prevention" there will be no measurement of unit or force account items for Work defined in Section 8-01 except as described in Sections 8-01.4(3) and 8-01.4(4). Also, except as described in Section 8-01.4(3), all of Sections 8-01.4(2) and 8-01.5(2) are deleted.

##### **8-01.4(2) Item Bids**

When the Proposal does not contain the items "Erosion Control and Water Pollution Prevention", Section 8-01.4(1) and 8-01.5(1) are deleted and the Bid Proposal will contain some or all of the following items measured as noted.



ESC lead will be measured per day for each day that an inspection is made and a report is filed.

Biodegradable erosion control blanket and plastic covering will be measured by the square yard along the ground slope line of surface area covered and accepted.

Turbidity curtains will be measured by the linear foot along the ground line of the installed curtain.

Check dams will be measured per linear foot one time only along the ground line of the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

Stabilized construction entrances will be measured by the square yard by ground slope measurement for each entrance constructed.

Tire wash facilities will be measured per each for each tire wash installed.

Street cleaning will be measured by the hour for the actual time spent cleaning pavement, refilling with water, dumping and transport to and from cleaning locations within the project limits, as authorized by the Engineer. Time to mobilize the equipment to or from the project limits on which street cleaning is required will not be measured.

Inlet protections will be measured per each for each initial installation at a drainage structure.

Silt fence, gravel filter, compost berms, and wood chip berms will be measured by the linear foot along the ground line of the completed barrier.

Wattles and compost socks will be measured by the linear foot.

Temporary curbs will be measured by the linear foot along the ground line of the completed installation.

Temporary pipe slope drains will be measured by the linear foot along the flow line of the pipe.

Coir logs will be measured by the linear foot along the ground line of the completed installation.

Outlet protections will be measured per each initial installation at an outlet location.

Tackifiers will be measure by the acre by ground slope measurement.

#### **8-01.4(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention**

The Contract Provisions may establish the project as lump sum, in accordance with Section 8-01.4(1) and also include one or more of the items included above in Section 8-01.4(2). When that occurs, the corresponding measurement provision in



Section 8-01.4(2) is not deleted and the Work under that item will be measured as specified.

**8-01.4(4) Items not included with Lump Sum Erosion Control and Water Pollution Prevention**

Compost blanket will be measured by the square yard by ground slope surface area covered and accepted.

Mulching will be measured by the acre by ground slope surface area covered and accepted.

Seeding, fertilizing, liming, mulching, and mowing, will be measured by the acre by ground slope measurement.

Seeding and fertilizing by hand will be measured by the square yard by ground slope measurement. No adjustment in area size will be made for the vegetation free zone around each plant.

Fencing will be measured by the linear foot along the ground line of the completed fence.

**8-01.5 Payment**

This section's content is deleted and replaced with the following new subsections:

**8-01.5(1) Lump Sum Bid for Project (No Unit Items)**

Payment will be made for the following Bid item when it is included in the Proposal:

“Erosion Control and Water Pollution Prevention”, lump sum.

The lump sum Contract price for “Erosion Control and Water Pollution Prevention” shall be full pay to perform the Work as described in Section 8-01 except for costs compensated by Bid Proposal items inserted through Contract Provisions as described in Section 8-01.4(2). Progress payments for the lump sum item “Erosion Control and Water Pollution Prevention” will be made as follows:

1. The Contracting Agency will pay 15 percent of the bid amount for the initial set up for the item. Initial set up includes the following:
  - a. Acceptance of the TESC Plan provided by the Contracting Agency or submittal of a new TESC Plan,
  - b. Submittal of a schedule for the installation of the BMPs, and
  - c. Identifying water quality sampling locations.
2. 70 percent of the bid amount will be paid in accordance with Section 1-09.9.
3. Once the project is physically complete and copies of the all reports submitted to the Washington State Department of Ecology have been submitted to the Engineer, and, if applicable, transference of the CSWGP back to the Contracting Agency is complete, the remaining 15 percent of the bid amount shall be paid in accordance with Section 1-09.9.



**8-01.5(2) Item Bids**

"ESC Lead", per day.

"Turbidity Curtain", per linear foot.

"Biodegradable Erosion Control Blanket", per square yard.

"Plastic Covering", per square yard.

"Check Dam", per linear foot.

"Inlet Protection", per each.

"Gravel Filter Berm", per linear foot.

"Stabilized Construction Entrance", per square yard.

"Street Cleaning", per hour.

"Silt Fence", per linear foot.

"Wood Chip Berm", per linear foot.

"Compost Berm", per linear foot.

"Wattle", per linear foot.

"Compost Sock", per linear foot.

"Coir Log", per linear foot.

"Temporary Curb", per linear foot.

"Temporary Pipe Slope Drain", per linear foot.

"Temporary Seeding", per acre.

"Outlet Protection", per each.

"Tackifier", per acre.

"Erosion/Water Pollution Control", by force account as provided in Section 1-09.6.

Maintenance and removal of erosion and water pollution control devices including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution will be paid by force account in accordance with Section 1-09.6.



To provide a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the Contractor's total Bid.

**8-01.5(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention**

The Contract may establish the project as lump sum, in accordance with Section 8-01.4(1) and also reinstate the measurement of one or more of the items described in Section 8-01.4(2), except for Erosion/Water Pollution Control, by force account. When that occurs, the corresponding payment provision in Section 8-01.5(2) is not deleted and the Work under that item will be paid as specified.

**8-01.5(4) Items not included with Lump Sum Erosion Control and Water Pollution Prevention**

Payment will be made for each of the following Bid items when they are included in the Proposal:

“Compost Blanket”, per square yard.

“Mulching”, per acre

“Mulching with PAM”, per acre

“Mulching with Short-Term Mulch”, per acre.

“Mulching with Moderate-Term Mulch”, per acre.

“Mulching with Long-Term Mulch”, per acre.

“Seeding, Fertilizing and Mulching”, per acre.

“Seeding and Fertilizing”, per acre.

“Seeding and Fertilizing by Hand”, per square yard.

“Second Application of Fertilizer”, per acre.

“Liming”, per acre.

“Mowing”, per acre.

“Seeding and Mulching”, per acre.

“High Visibility Fence”, per linear foot.

8-02.AP8

**Section 8-02, Roadside Restoration  
January 2, 2018**

**8-02.2 Materials**

The reference to the material “Soil” is revised to read “Topsoil”.



## **8-02.5 Payment**

The following new paragraph is inserted following the Bid item "Plant Selection \_\_\_\_", per each:

The unit Contract price for "Plant Selection \_\_\_\_", per each shall be full pay for all Work to perform the work as specified within the planting area prior to planting for weed control, planting area preparation and installation of plants with initial watering.

The paragraph following the Bid item "PSIPE \_\_\_\_", per each is revised to read:

The unit Contract price for "PSIPE \_\_\_\_", per each, shall be full pay for all Work to perform the work as specified within the planting area for weed control and planting area preparation, planting, cleanup, and water necessary to complete planting operations as specified to the end of first year plant establishment.

8-04.AP8

## **Section 8-04, Curbs, Gutters, and Spillways April 2, 2018**

### **8-04.2 Materials**

In the first paragraph, the reference to "Portland Cement" is revised to read:

Cement                      9-01

### **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

The first paragraph is supplemented with the following:

Roundabout truck apron cement concrete curb and gutter shall be constructed with air entrained concrete Class 4000 conforming to the requirements of Section 6-02.

8-06.AP8

## **Section 8-06, Cement Concrete Driveway Entrances April 2, 2018**

### **8-06.2 Materials**

In the first paragraph, the reference to "Portland Cement" is revised to read:

Cement                      9-01

### **8-06.3 Construction Requirements**

The first paragraph is revised to read:

Cement concrete driveway approaches shall be constructed with air entrained concrete Class 4000 conforming to the requirements of Section 6-02 or Portland Cement or Blended Hydraulic Cement Concrete Pavement conforming to the requirements of Section 5-05.



8-07.AP8

**Section 8-07, Precast Traffic Curb**  
**April 2, 2018**

**8-07.3(1) Installing Curbs**

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

The curb shall be firmly bedded for its entire length and breadth on a mortar bed conforming to Section 9-20.4(3) composed of one part Portland cement or blended hydraulic cement and two parts sand.

The fourth paragraph is revised to read:

All joints between adjacent pieces of curb except joints for expansion and/or drainage as designated by the Engineer shall be filled with mortar composed of one part Portland cement or blended hydraulic cement and two parts sand.

8-11.AP8

**Section 8-11, Guardrail**  
**August 6, 2018**

**8-11.3(1)C Terminal and Anchor Installation**

The first paragraph is revised to read:

All excavation and backfilling required for installation of anchors shall be performed in accordance with Section 2-09, except that the costs thereof shall be included in the unit Contract price for the anchor installed.

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

Assembly and installation of Beam Guardrail Non-flared Terminals for Type 31 guardrail shall be supervised at all times by a manufacturer's representative, or an installer who has been trained and certified by the manufacturer.

The last paragraph is revised to read:

Beam Guardrail Non-flared Terminals for Type 31 guardrail shall meet the crash test and evaluation criteria in the Manual for Assessing Safety Hardware (MASH).

**8-11.4 Measurement**

The third paragraph is revised to read:

Measurement of beam guardrail \_\_\_\_\_ terminal will be per each for the completed terminal.

The fourth paragraph is revised to read:

Measurement of beam guardrail Type 31 buried terminal Type 2 will be per linear foot for the completed terminal.

The sixth paragraph is revised to read:



Measurement of beam guardrail anchor Type 10 will be per each for the completed anchor, including the attachment of the anchor to the guardrail.

### **8-11.5 Payment**

The Bid item “Beam Guardrail Anchor Type \_\_\_\_”, per each is revised to read “Beam Guardrail Anchor Type 10”, per each.

The Bid item “Beam Guardrail Buried Terminal Type 1”, per each is deleted from this section.

The Bid item “Beam Guardrail Buried Terminal Type 2”, per linear foot and the following paragraph are revised to read:

“Beam Guardrail Type 31 Buried Terminal Type 2”, per linear foot.

The unit Contract price per linear foot for “Beam Guardrail Type 31 Buried Terminal Type 2” shall be full payment for all costs to obtain and provide materials and perform the Work as described in Section 8-11.3(1)C.

8-14.AP8

## **Section 8-14, Cement Concrete Sidewalks April 2, 2018**

### **8-14.2 Materials**

In the first paragraph, the reference to “Portland Cement” is revised to read:

|        |      |
|--------|------|
| Cement | 9-01 |
|--------|------|

In the second paragraph, each reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

8-16.AP8

## **Section 8-16, Concrete Slope Protection April 2, 2018**

### **8-16.2 Materials**

In the first paragraph, the last two material references are revised to read:

|                                                                                               |           |
|-----------------------------------------------------------------------------------------------|-----------|
| Poured Portland Cement or Blended Hydraulic Cement<br>Concrete Slope Protection               | 9-13.5(2) |
| Pneumatically Placed Portland Cement or Blended<br>Hydraulic Cement Concrete Slope Protection | 9-13.5(3) |

8-17.AP8

## **Section 8-17, Impact Attenuator Systems August 6, 2018**

### **8-17.3 Construction Requirements**

This section is supplemented with the following:



Impact attenuators shall meet the crash test and evaluation criteria of NCHRP 350 or the Manual for Assessing Safety Hardware (MASH).

8-20.AP8

**Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical**  
**August 6, 2018**

**8-20.1(1) Regulations and Code**

The last paragraph is revised to read:

Persons performing electrical Work shall be certified in accordance with and supervised as required by RCW 19.28.161. Proof of certification shall be worn at all times in accordance with WAC 296-46B-942. Persons failing to meet these certification requirements may not perform any electrical work, and shall stop any active electrical work, until their certification is provided and worn in accordance with this Section.

**8-20.2(2) Equipment List and Drawings**

This section is renumbered:

**8-20.2(1) Equipment List and Drawings**

**8-20.3(4) Foundations**

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

Concrete for Type II, III, IV, V, and CCTV signal standards and light standard foundations shall be Class 4000P and does not require air entrainment.

**8-20.3(5)A General**

The last two sentences of the last paragraph is deleted.

This section is supplemented with the following:

All conduits shall include a pull tape with the equipment grounding conductor. The pull tape shall be attached to the conduit near the end bell or grounded end bushing, or to duct plugs or caps if present, at both ends of the conduit.

**8-20.3(8) Wiring**

The seventeenth paragraph is supplemented with the following:

Pulling tape shall meet the requirements of Section 9-29.1(10). Pull string may not be used.

**8-20.3(14)C Induction Loop Vehicle Detectors**

Item number 2 is deleted.

Item numbers 3 through 12 are renumbered to 2 through 11, respectively.



8-21.AP8

**Section 8-21, Permanent Signing  
January 2, 2018**

**8-21.3(9)F Foundations**

Item number 3 of the twelfth paragraph is supplemented with the following new sentence:

Class 4000P concrete for roadside sign structures does not require air entrainment.

9-02.AP9

**Section 9-02, Bituminous Materials  
April 2, 2018**

**9-02.1 Asphalt Material, General**

The second paragraph is revised to read:

The Asphalt Supplier of Performance Graded (PG) asphalt binder and emulsified asphalt shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 2 "Standard Practice for Asphalt Suppliers That Certify Performance Graded and Emulsified Asphalts". The Asphalt Supplier's QCP shall be submitted and receive the acceptance of the WSDOT State Materials Laboratory. Once accepted, any change to the QCP will require a new QCP to be submitted for acceptance. The Asphalt Supplier of PG asphalt binder and emulsified asphalt shall certify through the Bill of Lading that the PG asphalt binder or emulsified asphalt meets the Specification requirements of the Contract.

**9-02.1(4) Performance Graded Asphalt Binder (PGAB)**

This section's title is revised to read:

**Performance Graded (PG) Asphalt Binder**

The first paragraph is revised to read:

PG asphalt binder meeting the requirements of AASHTO M 332 Table 1 of the grades specified in the Contract shall be used in the production of HMA. For HMA with greater than 20 percent RAP by total weight of HMA, or any amount of RAS, the new asphalt binder, recycling agent and recovered asphalt (RAP and/or RAS) when blended in the proportions of the mix design shall meet the PG asphalt binder requirements of AASHTO M 332 Table 1 for the grade of asphalt binder specified by the Contract.

The second paragraph, including the table, is revised to read:

In addition to AASHTO M 332 Table 1 specification requirements, PG asphalt binders shall meet the following requirements:



|                                                                           |                           | Additional Requirements by<br>Performance Grade (PG) Asphalt Binders |          |          |          |          |          |
|---------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------|----------|----------|----------|----------|----------|
| Property                                                                  | Test Method               | PG58S-22                                                             | PG58H-22 | PG58V-22 | PG64S-28 | PG64H-28 | PG64V-28 |
| RTFO Residue: Average Percent Recovery @ 3.2 kPa                          | AASHTO T 350 <sup>1</sup> |                                                                      |          | 30% Min. | 20% Min. | 25% Min. | 30% Min. |
| <sup>1</sup> Specimen conditioned in accordance with AASHTO T 240 – RTFO. |                           |                                                                      |          |          |          |          |          |

The third paragraph is revised to read:

The RTFO  $J_{nr diff}$  and the PAV direct tension specifications of AASHTO M 332 are not required.

This section is supplemented with the following:

If the asphalt binder verification sample test results fail to meet AASHTO Test Method T 350 “Standard Method of Test for Multiple Stress Creep Recovery (MSCR) Test of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)” for average percent recovery @ 3.2 kPa for the applicable grades of binder in accordance with Section 9-02.1(4), the Contracting Agency may elect to test the sample using AASHTO Test Method T 301 “Standard Method of Test for Elastic Recovery Test of Asphalt Materials by Means of a Ductilometer.”

When AASHTO T 301 is used, a minimum of 65% elastic recovery (ER) will be required when tested at  $25^{\circ}\text{C} \pm 0.5^{\circ}\text{C}$ .

### **9-02.1(6) Cationic Emulsified Asphalt**

This section is revised to read:

Cationic Emulsified Asphalt meeting the requirements of AASHTO M 208 Table 1 of the grades specified in the Contract shall be used.

### **9-02.5 Warm Mix Asphalt (WMA) Additive**

This section, including title, is revised to read:

#### **9-02.5 HMA Additive**

Additives for HMA shall be accepted by the Engineer.

9-03.AP9

## **Section 9-03, Aggregates October 30, 2018**

### **9-03.1 Aggregates for Portland Cement Concrete**

This section's title is revised to read:



## **Aggregates for Concrete**

### **9-03.1(1) General Requirements**

The first two sentences of the first paragraph are revised to read:

Concrete aggregates shall be manufactured from ledge rock, talus, or sand and gravel in accordance with the provisions of Section 3-01. Reclaimed aggregate may be used if it complies with the specifications for concrete.

The second paragraph (up until the colon) is revised to read:

Aggregates for concrete shall meet the following test requirements:

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

The Contractor shall submit test results according to ASTM C1567 through the Engineer to the State Materials Laboratory that demonstrate that the proposed fly ash when used with the proposed aggregates and cement will control the potential expansion to 0.20 percent or less before the fly ash and aggregate sources may be used in concrete.

### **9-03.1(2) Fine Aggregate for Portland Cement Concrete**

This section's title is revised to read:

#### **Fine Aggregate for Concrete**

### **9-03.1(4) Coarse Aggregate for Portland Cement Concrete**

This section's title is revised to read:

#### **Coarse Aggregate for Concrete**

### **9-03.1(4)C Grading**

The first paragraph (up until the colon) is revised to read:

Coarse aggregate for concrete when separated by means of laboratory sieves shall conform to one or more of the following gradings as called for elsewhere in these Specifications, Special Provisions, or in the Plans:

### **9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete**

This section's title is revised to read:

#### **Combined Aggregate Gradation for Concrete**

### **9-03.1(5)B Grading**

In the last paragraph, "WSDOT FOP for WAQTC/AASHTO T 27/T 11" is revised to read "FOP for WAQTC/AASHTO T 27/T 11".

### **9-03.2 Aggregate for Job-Mixed Portland Cement Mortar**

This section's title is revised to read:

#### **Aggregate for Job-Mixed Portland Cement or Blended Hydraulic Cement Mortar**



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

Fine aggregate for portland cement or blended hydraulic cement mortar shall consist of sand or other inert materials, or combinations thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent coating.

#### 9-03.4(1) General Requirements

The first paragraph (up until the colon) is revised to read:

Aggregate for bituminous surface treatment shall be manufactured from ledge rock, talus, or gravel, in accordance with Section 3-01. Aggregates for Bituminous Surface Treatment shall meet the following test requirements:

#### 9-03.8(1) General Requirements

The first paragraph (up until the colon) is revised to read:

Aggregates for Hot Mix Asphalt shall meet the following test requirements:

#### 9-03.8(2) HMA Test Requirements

The two tables in the second paragraph are replaced with the following three tables:

| Mix Criteria                              | HMA Class          |      |                    |      |                    |      |        |      |
|-------------------------------------------|--------------------|------|--------------------|------|--------------------|------|--------|------|
|                                           | $\frac{3}{8}$ inch |      | $\frac{1}{2}$ inch |      | $\frac{3}{4}$ inch |      | 1 inch |      |
|                                           | Min.               | Max. | Min.               | Max. | Min.               | Max. | Min.   | Max. |
| Voids in Mineral Aggregate (VMA), %       | 15.0               |      | 14.0               |      | 13.0               |      | 12.0   |      |
| <b>Voids Filled With Asphalt (VFA), %</b> |                    |      |                    |      |                    |      |        |      |
| ESAL's (millions)                         | VFA                |      |                    |      |                    |      |        |      |
| < 0.3                                     | 70                 | 80   | 70                 | 80   | 70                 | 80   | 67     | 80   |
| 0.3 to < 3                                | 65                 | 78   | 65                 | 78   | 65                 | 78   | 65     | 78   |
| $\geq 3$                                  | 73                 | 76   | 65                 | 75   | 65                 | 75   | 65     | 75   |
| Dust/Asphalt Ratio                        | 0.6                | 1.6  | 0.6                | 1.6  | 0.6                | 1.6  | 0.6    | 1.6  |

| Test Method                                                                                                                                 | ESAL's (millions) | Number of Passes |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|
| Hamburg Wheel-Track Testing, FOP for AASHTO T 324 Minimum Number of Passes with no Stripping Inflection Point and Maximum Rut Depth of 10mm | < 0.3             | 10,000           |
|                                                                                                                                             | 0.3 to < 3        | 12,500           |
|                                                                                                                                             | $\geq 3$          | 15,000           |
| Indirect Tensile (IDT) Strength (psi) of Bituminous Materials FOP for ASTM D6931                                                            |                   | 175 Maximum      |

|                                           | ESAL's (millions) | N initial   | N design | N maximum   |
|-------------------------------------------|-------------------|-------------|----------|-------------|
| % Gmm                                     | < 0.3             | $\leq 91.5$ | 96.0     | $\leq 98.0$ |
|                                           | 0.3 to < 3        | $\leq 90.5$ | 96.0     | $\leq 98.0$ |
|                                           | $\geq 3$          | $\leq 89.0$ | 96.0     | $\leq 98.0$ |
| Gyratory Compaction (number of gyrations) | < 0.3             | 6           | 50       | 75          |
|                                           | 0.3 to < 3        | 7           | 75       | 115         |
|                                           | > 3               | 8           | 100      | 160         |



### 9-03.8(7) HMA Tolerances and Adjustments

In the table in item number 1, the fifth row is revised to read:

|                |               |  |       |
|----------------|---------------|--|-------|
| Asphalt binder | -0.4% to 0.5% |  | ±0.7% |
|----------------|---------------|--|-------|

In the table in item number 1, the following new row is inserted before the last row:

|                                 |       |  |  |
|---------------------------------|-------|--|--|
| Voids in Mineral Aggregate, VMA | -1.5% |  |  |
|---------------------------------|-------|--|--|

### 9-03.9(1) Ballast

The second paragraph (up until the colon) is revised to read:

Aggregates for ballast shall meet the following test requirements:

### 9-03.14(4) Gravel Borrow for Structural Earth Wall

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

The material shall be substantially free of shale or other soft, poor durability particles, and shall not contain recycled materials, such as glass, shredded tires, concrete rubble, or asphaltic concrete rubble.

### 9-03.21(1)B Recycled Concrete Aggregate Approval and Acceptance

This section is supplemented with the following new subsection:

#### 9-03.21(1)B1 Recycled Concrete Aggregate Approval and Acceptance

Recycled concrete aggregate may be approved through a three tiered system that consists of the following:

| Tier 1                                                                       |                                                                                                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Approval Requirements</b>                                                 | Approval of the Reclamation Facility is not required.                                                                                         |
| <b>Acceptance Requirements</b>                                               | Certification of toxicity characteristics in accordance with Section 9-03.21(1).<br>Field acceptance testing in accordance with Section 3-04. |
| <b>Approved to provide the following Aggregate Materials:</b>                |                                                                                                                                               |
| 9-03.10 Aggregate for Gravel Base                                            |                                                                                                                                               |
| 9-03.12(1)B Gravel Backfill for Foundations Class B                          |                                                                                                                                               |
| 9-03.12(2) Gravel Backfill for Walls                                         |                                                                                                                                               |
| 9-03.12(3) Gravel Backfill for Pipe Zone Bedding                             |                                                                                                                                               |
| 9-03.14(1) Gravel Borrow                                                     |                                                                                                                                               |
| 9-03.14(2) Select Borrow                                                     |                                                                                                                                               |
| 9-03.14(2) Select Borrow (greater than 3 feet below subgrade and side slope) |                                                                                                                                               |
| 9-03.14(3) Common Borrow                                                     |                                                                                                                                               |
| 9-03.14(3) Common Borrow (greater than 3 feet below subgrade and side slope) |                                                                                                                                               |
| 9-03.17 Foundation Material Class A and Class B                              |                                                                                                                                               |
| 9-03.18 Foundation Material Class C                                          |                                                                                                                                               |
| 9-03.19 Bank Run Gravel for Trench Backfill                                  |                                                                                                                                               |



| <b>Tier 2</b>                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Approval Requirements</b>                                                                                                                                                                                                                   | The Reclamation Facility shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 9 "Standard Practice for Approval of Reclamation Facilities of WSDOT Recycled Concrete and Returned Concrete". The Reclamation Facility's QCP shall be submitted and approved by the WSDOT State Materials Laboratory. Once accepted, any changes to the QCP will require a new QCP to be submitted for acceptance. Evaluation of aggregate source properties (LA Wear and Degradation) for the recycled concrete aggregate is not required. |
| <b>Acceptance Requirements</b>                                                                                                                                                                                                                 | Certification of toxicity characteristics in accordance with Section 9-03.21(1), required if requested.<br>Field acceptance testing in accordance with Section 3-04 is required.<br>Provide certification in accordance with WSDOT QC 9 for every lot. A lot shall be no larger than 10,000 tons.                                                                                                                                                                                                                                         |
| <b>Approved to provide the following Aggregate Materials:</b>                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Tier 1 aggregate materials<br>9-03.1 Coarse Aggregate for Commercial Concrete or Concrete class 3000<br>9-03.9(1) Ballast<br>9-03.9(2) Permeable Ballast<br>9-03.9(3) Crushed Surfacing<br>9-03.12(1)A Gravel Backfill for Foundations Class A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| <b>Tier 3</b>                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Approval Requirements</b>   | The Reclamation Facility shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 10 "Standard Practice for Approval of Reclamation Facilities of Recycled Concrete Aggregates from Stockpiles of Unknown Sources". The Reclamation Facility's QCP shall be submitted and approved by the WSDOT State Materials Laboratory. Once accepted, any changes to the QCP will require a new QCP to be submitted for acceptance. Evaluation of aggregate source properties (LA Wear and Degradation) for the recycled concrete aggregate is required. |
| <b>Acceptance Requirements</b> | Certification of toxicity characteristics in accordance with Section 9-03.21(1) is required.<br>Field acceptance testing in accordance with Section 3-04 is required.                                                                                                                                                                                                                                                                                                                                                                                    |



|                                                                                                                                                                                                                                                |                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                | Provide certification in accordance with WSDOT QC 10 for every lot. A lot shall be no larger than 10,000 tons |
| <b>Approved to provide the following Aggregate Materials:</b>                                                                                                                                                                                  |                                                                                                               |
| Tier 1 aggregate materials<br>9-03.1 Coarse Aggregate for Commercial Concrete or Concrete class 3000<br>9-03.9(1) Ballast<br>9-03.9(2) Permeable Ballast<br>9-03.9(3) Crushed Surfacing<br>9-03.12(1)A Gravel Backfill for Foundations Class A |                                                                                                               |

For Reclamation Facilities that do not participate in Tier 2 and Tier 3, approval of recycled concrete aggregate will be in accordance with Section 9-03.21(1), and acceptance will be in accordance with Section 3-04.

### **9-03.21(1)E Table on Maximum Allowable percent (By Weight) of Recycled Material**

“Portland Cement” is deleted from the first two rows in the table.

The first column of the third row is revised to read:

Coarse Aggregate for Commercial Concrete and Class 3000 Concrete

9-04.AP9

### **Section 9-04, Joint and Crack Sealing Materials April 2, 2018**

#### **9-04.1(2) Premolded Joint Filler for Expansion Joints**

In this section, each reference to “AASHTO T 42” is revised to read “ASTM D 545”.

#### **9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement**

This section is supplemented with the following:

Hot poured sealant for cement concrete pavement is acceptable for installations in joints where cement concrete pavement abuts a bituminous pavement.

#### **9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement**

This section is supplemented with the following:

Hot poured sealant for bituminous pavement is acceptable for installations in joints where cement concrete pavement abuts a bituminous pavement.

#### **9-04.2(1)B Sand Slurry for Bituminous Pavement**

Item number 2 of the first paragraph is revised to read:

2. Two percent portland cement or blended hydraulic cement, and

#### **9-04.3 Joint Mortar**

The first paragraph is revised to read:



Mortar for hand mortared joints shall conform to Section 9-20.4(3) and consist of one part portland cement or blended hydraulic cement, three parts fine sand, and sufficient water to allow proper workability.

9-05.AP9

**Section 9-05, Drainage Structures and Culverts  
April 2, 2018**

**9-05.3(1)C Age at Shipment**

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

Unless it is tested and accepted at an earlier age, it shall not be considered ready for shipment sooner than 28 days after manufacture when made with Type II portland cement or blended hydraulic cement, nor sooner than 7 days when made with Type III portland cement.

9-06.AP9

**Section 9-06, Structural Steel and Related Materials  
August 6, 2018**

**9-06.5 Bolts**

This section's title is revised to read:

**Bolts and Rods**

**9-06.5(4) Anchor Bolts**

This section, including title, is revised to read:

**9-06.5(4) Anchor Bolts and Anchor Rods**

Anchor bolts and anchor rods shall meet the requirements of ASTM F1554 and, unless otherwise specified, shall be Grade 105 and shall conform to Supplemental Requirements S2, S3, and S4.

Nuts for ASTM F1554 Grade 105 black anchor bolts and anchor rods shall conform to ASTM A563, Grade D or DH. Nuts for ASTM F1554 Grade 105 galvanized anchor bolts and anchor rods shall conform to either ASTM A563, Grade DH, or AASHTO M292, Grade 2H, and shall conform to the overtapping, lubrication, and rotational testing requirements in Section 9-06.5(3). Nuts for ASTM F1554 Grade 36 or 55 black or galvanized anchor bolts and anchor rods shall conform to ASTM A563, Grade A or DH. Washers shall conform to ASTM F436.

The bolts and rods shall be tested by the manufacturer in accordance with the requirements of the pertinent Specification and as specified in these Specifications. Anchor bolts, anchor rods, nuts, and washers shall be inspected prior to shipping to the project site. The Contractor shall submit to the Engineer for acceptance a Manufacturer's Certificate of Compliance for the anchor bolts, anchor rods, nuts, and washers, as defined in Section 1-06.3. If the Engineer deems it appropriate, the Contractor shall provide a sample of the anchor bolt, anchor rod, nut, and washer for testing.

All bolts, rods, nuts, and washers shall be marked and identified as required in the pertinent Specification.



## **9-06.17 Vacant**

This section, including title, is revised to read:

### **9-06.17 Noise Barrier Wall Access Door**

Access door frames shall be formed of 14-gauge steel to the size and dimensions shown in the Plans. The access door frame head and jamb members shall be mitered, securely welded, and ground smooth. Each head shall have two anchors and each jamb shall have three anchors. The hinges shall be reinforced with ¼-inch by 12-inch plate, width equal to the full inside width of the frame.

Access doors shall be full flush 1-¾-inch thick seamless doors with a polystyrene core. Door faces shall be constructed with smooth seamless 14-gauge roller-levered, cold-rolled steel sheet conforming to ASTM A 792 Type SS, Grade 33 minimum, Coating Designation AZ55 minimum. The vertical edges shall be neat interlocked hemmed edge seam. The top and bottom of the door shall be enclosed with 14-gauge channels. Mortise and reinforcement for locks and hinges shall be 10-gauge steel. Welded top cap shall be ground and filled for exterior applications. The bottom channel shall have weep holes.

Each access door shall have three hinges. Access door hinges shall be ASTM A 276 Type 316 stainless steel, 4-½-inches square, with stainless steel ball bearing and non-removable pins.

Each access door shall have two pull plates. The pull plates shall be ASTM A 240 Type 316 stainless steel, with a grip handle of one-inch diameter and 8 to 10-inches in length.

The door assembly shall be fabricated and assembled as a complete unit including all hardware specified prior to shipment.

## **9-06.18 Metal Bridge Railing**

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

Steel used for metal railings, when galvanized after fabrication in accordance with AASHTO M111, shall have a controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

9-07.AP9

## **Section 9-07, Reinforcing Steel**

**April 2, 2018**

### **9-07.5(2) Corrosion Resistant Dowel Bars (for Cement Concrete Pavement and Cement Concrete Pavement Rehabilitation)**

The first paragraph (up until the colon) is revised to read:

Corrosion resistant dowel bars shall be 1½ inch outside diameter plain round steel bars or tubular bars 18 inches in length and meet the requirements of one of the following:

Item number 4 and 5 of the first paragraph are revised to read:



4. Corrosion-resistant, low-carbon, chromium plain steel bars for concrete reinforcement meeting all the requirements of ASTM A 1035 Alloy Type CS Grade 100 or Alloy Type CS Grade 120.
5. Zinc Clad dowel bars shall be 1½ inch solid bars or tubular bars with 1.695 inch outside diameter by 0.120 inch wall and shall have a minimum 0.035 inch A710 Zinc alloy clad to a plain steel inner bar meeting the chemical and physical properties of AASHTO M 31, Grade 60, or AASHTO M 255, Grade 60. A710 Zinc shall be composed of: zinc: 99.5 percent, by weight, minimum; copper: 0.1-0.25 percent, by weight; and iron: 0.0020 percent, by weight, maximum. Each end of tubular bars shall be plugged using a snug-fitting insert to prohibit any intrusion of concrete or other materials.

9-08.AP9

**Section 9-08, Paints and Related Materials**  
**January 2, 2018**

**9-08.1(2)K Orange Equipment Enamel**

In the second sentence of the first paragraph, the reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

**9-08.1(8) Standard Colors**

In the first paragraph, the reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

9-13.AP9

**Section 9-13, Riprap, Quarry Spalls, Slope Protection, and Rock for Erosion and Scour Protection and Rock Walls**  
**April 2, 2018**

**9-13.1(1) General**

The last paragraph is revised to read:

Riprap and quarry spalls shall be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather and shall meet the following test requirements:

**9-13.5 Concrete Slope Protection**

This section is revised to read:

Concrete slope protection shall consist of reinforced portland cement or blended hydraulic cement concrete poured or pneumatically placed upon the slope with a rustication joint pattern or semi-open concrete masonry units placed upon the slope closely adjoining each other.

**9-13.5(2) Poured Portland Cement Concrete Slope Protection**

This section's title is revised to read:

**Poured Portland Cement or Blended Hydraulic Cement Concrete Slope Protection**



### **9-13.5(3) Pneumatically Placed Portland Cement Concrete Slope Protection**

This section's title is revised to read:

#### **Pneumatically Placed Portland Cement or Blended Hydraulic Cement Concrete Slope Protection**

The first paragraph is revised to read:

**Cement** – This material shall be portland cement or blended hydraulic cement as specified in Section 9-01.

### **9-13.7(1) Rock for Rock Walls and Chinking Material**

The first paragraph (up until the colon) is revised to read:

Rock for rock walls and chinking material shall be hard, sound and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather, and shall meet the following test requirements:

9-14.AP9

### **Section 9-14, Erosion Control and Roadside Planting August 6, 2018**

#### **9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)**

In Table 1, the last four rows are deleted.

##### **9-14.4(2)A Long-Term Mulch**

The first paragraph is supplemented with the following:

Products containing cellulose fiber produced from paper or paper components will not be accepted.

Table 2 is supplemented with the following new rows:

|                              |              |                                  |
|------------------------------|--------------|----------------------------------|
| Water Holding Capacity       | ASTM D 7367  | 800 percent minimum              |
| Organic Matter Content       | AASHTO T 267 | 90 percent minimum               |
| Seed Germination Enhancement | ASTM D 7322  | Long Term<br>420 percent minimum |

##### **9-14.4(2)B Moderate-Term Mulch**

This section is revised to read:

Within 48 hours of application, the Moderate-Term Mulch shall bond with the soil surface to create a continuous, absorbent, flexible, erosion-resistant blanket. Moderate-Term Mulch shall effectively perform the intended erosion control function in accordance with Section 8-01.3(1) for a minimum of 3 months, or until temporary vegetation has been established, whichever comes first.

Moderate-Term Mulch shall not be used in conjunction with permanent seeding.



#### **9-14.4(2)C Short-Term Mulch**

This section is revised to read:

Short-Term Mulch shall effectively perform the intended erosion control function in accordance with Section 8-01.3(1) for a minimum of 2 months, or until temporary vegetation has been established, whichever comes first. Short-Term Mulch shall not be used in conjunction with permanent seeding.

9-16.AP9

#### **Section 9-16, Fence and Guardrail August 6, 2018**

##### **9-16.3(1) Rail Element**

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

All rail elements shall be formed from 12-gage steel except for thrie beam reducer sections, reduced length thrie beam rail elements, thrie beams used for bridge rail retrofits, and Design F end sections, which shall be formed from 10-gage steel.

##### **9-16.3(5) Anchors**

The last paragraph is revised to read:

Cement grout shall conform to Section 9-20.3(4) and consist of one part portland cement or blended hydraulic cement and two parts sand.

9-18.AP9

#### **Section 9-18, Precast Traffic Curb April 2, 2018**

##### **9-18.1(1) Aggregates and Proportioning**

Item number 1 of the first paragraph is revised to read:

1. Portland cement or blended hydraulic cement shall conform to the requirements of Section 9-01 except that it may be Type I portland cement conforming to AASHTO M 85.

9-20.AP9

#### **Section 9-20, Concrete Patching Material, Grout, and Mortar August 6, 2018**

##### **9-20.1 Patching Material**

This section, including title, is revised to read:

###### **9-20.1 Patching Material for Cement Concrete Pavement**

Concrete patching material shall be prepackaged mortar extended with aggregate. The amount of aggregate for extension shall conform to the manufacturer's recommendation.

Patching mortar and patching mortar extended with aggregate shall contain cementitious material and conform to Sections 9-20.1(1) and 9-20.1(2). The Manufacturer shall use the services of a laboratory that has an equipment calibration verification system and a



technician training and evaluation process in accordance with AASHTO R 18 to perform all tests specified in Section 9-20.1.

#### **9-20.1(1) Patching Mortar**

Patching mortar shall conform to the following requirements:

| <b>Compressive Strength</b>                               | <b>ASTM Test Method</b>                   | <b>Specification</b>         |
|-----------------------------------------------------------|-------------------------------------------|------------------------------|
| at 3 hours                                                | C 39                                      | Minimum 3,000 psi            |
| at 24 hours                                               | C 39                                      | Minimum 5,000 psi            |
| <b>Length Change</b>                                      |                                           |                              |
| at 28 days                                                | C 157                                     | 0.15 percent maximum         |
| Total Chloride Ion Content                                | C 1218                                    | 1 lb/yd <sup>3</sup> maximum |
| <b>Bond Strength</b>                                      |                                           |                              |
| at 24 hours                                               | C 882 (As modified by C 928, Section 9.5) | Minimum 1,000 psi            |
| Scaling Resistance (at 25 cycles of freezing and thawing) | C 672 (As modified by C 928, Section 9.4) | 1 lb/ft <sup>2</sup> maximum |

#### **9-20.1(2) Patching Mortar Extended with Aggregate**

Patching mortar extended with aggregate shall meet the following requirements:

| <b>Compressive Strength</b>                               | <b>ASTM Test Method</b>                       | <b>Specification</b>                                |
|-----------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------|
| at 3 hours                                                | C 39                                          | Minimum 3,000 psi                                   |
| at 24 hours                                               | C 39                                          | Minimum 5,000 psi                                   |
| <b>Length Change</b>                                      |                                               |                                                     |
| at 28 days                                                | C 157                                         | 0.15 percent maximum                                |
| <b>Bond Strength</b>                                      |                                               |                                                     |
| at 24 hours                                               | C 882 (As modified by ASTM C928, Section 9.5) | Minimum 1,000 psi                                   |
| Scaling Resistance (at 25 cycles of freezing and thawing) | C 672                                         | 2 Maximum Visual Rating                             |
| Freeze thaw                                               | C 666                                         | Maximum expansion 0.10%<br>Minimum durability 90.0% |

#### **9-20.1(3) Aggregate**

Aggregate used to extend the patching mortar shall conform to Section 9-03.1(4) and be AASHTO Grading No. 8. A Manufacturer's Certificate of Compliance shall be submitted showing the aggregate source and the gradation. Mitigation for Alkali Silica Reaction (ASR) will not be required for the extender aggregate used for concrete patching material.

#### **9-20.1(4) Water**

Water shall meet the requirements of Section 9-25.1. The quantity of water shall be within the limits recommended by the repair material manufacturer.

### **9-20.2 Specifications**

This section, including title, is revised to read:



### **9-20.2 Patching Material for Concrete Structure Repair**

Concrete patching material shall be a prepackaged mixture of portland or blended hydraulic cement, aggregate, and admixtures. Fly ash, ground granulated blast furnace slag and microsilica fume may be used. The concrete patching material may be shrinkage compensated. The concrete patching material shall also meet the following requirements:

- Compressive strength of 6000 psi or higher at 28 days in accordance with AASHTO T 22 (ASTM C 39), unless noted otherwise
- Bond strength of 250 psi or higher at 28 days or less in accordance with ASTM C 1583 or ICRI 210.3R
- Shrinkage shall be 0.05 percent (500 microstrain) or lower at 28 days in accordance with AASHTO T 160 (ASTM C 157) as modified by ICRI 320.3R
- Permeability shall be 2,000 coulombs or lower at 28 days in accordance with AASHTO T 277 (ASTM C 1202)
- Freeze-thaw resistance shall have a durability factor of 90 percent or higher after a minimum of 300 cycles in accordance with AASHTO T 161 Procedure A (ASTM C 666)
- Soluble chloride ion limits in Section 6-02.3(2) shall be satisfied

#### **9-20.2(1) Patching Mortar**

This section, including title, is deleted in its entirety.

#### **9-20.2(2) Patching Mortar Extended with Aggregate**

This section, including title, is deleted in its entirety.

### **9-20.5 Bridge Deck Repair Material**

Item number 3 of the first paragraph is revised to read:

3. Permeability of less than 2,000 coulombs at 28-days or more in accordance with AASHTO T 277.

9-21.AP9

## **Section 9-21, Raised Pavement Markers (RPM)**

**January 2, 2018**

### **9-21.2 Raised Pavement Markers Type 2**

This section's content is deleted.

#### **9-21.2(1) Physical Properties**

This section, including title, is revised to read:

##### **9-21.2(1) Standard Raised Pavement Markers Type 2**

The marker housing shall contain reflective faces as shown in the Plans to reflect incident light from either a single or opposite directions and meet the requirements of ASTM D 4280 including Flexural strength requirements.



## **9-21.2(2) Optical Requirements**

This section, including title, is revised to read:

### **9-21.2(2) Abrasion Resistant Raised Markers Type 2**

Abrasion Resistant Raised Markers Type 2 shall comply with Section 9-21.2(1) and meet the requirements of ASTM D 4280 with the following additional requirement: The coefficient of luminous intensity of the markers shall be measured after subjecting the entire lens surface to the test described in ASTM D 4280 Section 9.5 using a sand drop apparatus. After the exposure described above, retroreflected values shall not be less than 0.5 times a nominal unblemished sample.

## **9-21.2(3) Strength Requirements**

This section is deleted in its entirety.

9-26.AP9

## **Section 9-26, Epoxy Resins**

**April 2, 2018**

### **9-26.1(2) Packaging and Marking**

The second paragraph is revised to read:

Containers shall be identified as "Component A" (contains the Epoxy Resin) and "Component B" (Contains the Curing Agent) and shall show the type, grade, class, and mixing directions as defined by these Specifications. Each container shall be marked by permanent marking with the name of the formulator, the lot or batch number, the date of packaging, expiration date and the quantity contained in pounds or gallons. If the two containers are furnished in a single cartridge, that cartridge shall be marked by permanent marking to the cartridge with the name of the formulator and the lots or batch numbers for both Component A and Component B, the date of packaging, expiration date, and the quantity contained in ounces or milliliters.

9-28.AP9

## **Section 9-28, Signing Materials and Fabrication**

**April 2, 2018**

### **9-28.10 Vacant**

This section, including title, is revised to read:

#### **9-28.10 Digital Printing**

Transparent and opaque durable inks used in digital printed sign messages shall be as recommended by the manufacturer. When properly applied, digital printed colors shall have a warranty life of the base retroreflective sign sheeting. Digital applied colors shall present a smooth surface, free from foreign material, and all messages and borders shall be clear and sharp. Digital printed signs shall conform to 70% of the retroreflective minimum values established for its type and color. Digitally printed signs shall meet the daytime color and luminance, and nighttime color requirements of ASTM D 4956. No variations in color or overlapping of colors will be permitted. Digital printed permanent traffic signs shall have an integrated engineered match component clear protective overlay recommended by the sheeting manufacturer applied to the entire face of the sign. On Temporary construction/maintenance signs printed with black ink only, the protective



overlay film is optional, as long as the finished sign has a warranty of a minimum of three years from sign sheeting manufacturer.

All digital printed traffic control signs shall be an integrated engineered match component system. The integrated engineered match component system shall consist of retroreflective sheeting, durable ink(s), and clear overlay film all from the same manufacturer applied to aluminum substrate conforming to Section 9-28.8.

The sign fabricator shall use an approved integrated engineered match component system as listed on the Qualified Products List (QPL). Each approved digital printer shall only use the compatible retroreflective sign sheeting manufacturer's engineered match component system products.

Each retroreflective sign sheeting manufacturer/integrated engineered match component system listed on the QPL shall certify a department approved sign fabricator is approved to operate their compatible digital printer. The sign fabricator shall re-certify annually with the retroreflective sign manufacturer to ensure their digital printer is still meeting manufacturer's specifications for traffic control signs. Documentation of each re-certification shall be submitted to the QPL Engineer annually.

#### **9-28.11 Hardware**

The last paragraph is revised to read:

All steel parts shall be galvanized in accordance with AASHTO M111. Steel bolts and related connecting hardware shall be galvanized in accordance with ASTM F 2329.

#### **9-28.14(2) Steel Structures and Posts**

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

Anchor rods for sign bridge and cantilever sign structure foundations shall conform to Section 9-06.5(4), including Supplemental Requirement S4 tested at -20°F.

In the second sentence of the fourth paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

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

Except as otherwise noted, steel used for sign structures and posts shall have a controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

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

If such modifications are contemplated, the Contractor shall submit a Type 2 Working Drawing of the proposed modifications.

9-29.AP9

### **Section 9-29, Illumination, Signal, Electrical August 6, 2018**

#### **9-29.1 Conduit, Innerduct, and Outerduct**

This section is supplemented with the following new subsection:



#### **9-29.1(10) Pull Tape**

Pull tape shall be pre-lubricated polyester pulling tape. The pull tape shall have a minimum width of ½-inch and a minimum tensile strength of 500 pounds. Pull tape may have measurement marks.

#### **9-29.2(1) Junction Boxes**

The first paragraph is revised to read:

For the purposes of this Specification concrete is defined as portland cement or blended hydraulic cement concrete and non-concrete is all others.

#### **9-29.2(1)A2 Non-Concrete Junction Boxes**

The first paragraph is revised to read:

Material for the non-concrete junction boxes shall be of a quality that will provide for a similar life expectancy as portland cement or blended hydraulic cement concrete in a direct burial application.

#### **9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes**

In the table in the last paragraph, the fourth, fifth and sixth rows are revised to read:

|                      |                |
|----------------------|----------------|
| Slip Resistant Lid   | ASTM A36 steel |
| Frame                | ASTM A36 steel |
| Slip Resistant Frame | ASTM A36 steel |

#### **9-29.6 Light and Signal Standards**

In the first sentence of the third paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

Item number 2 of the last paragraph is revised to read:

2. The steel light and signal standard fabricator's shop drawing submittal, including supporting design calculations, submitted as a Type 2E Working Drawing in accordance with Section 8-20.2(1) and the Special Provisions.

#### **9-29.6(1) Steel Light and Signal Standards**

In the second paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

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

Steel used for light and signal standards shall have a controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

#### **9-29.6(5) Foundation Hardware**

In the last paragraph, "AASHTO M232" is revised to read "ASTM F 2329".

#### **9-29.10(1) Conventional Roadway Luminaires**

This section is revised to read:



All conventional roadway luminaires shall meet 3G vibration requirements as described in ANSI C136.31.

All luminaires shall have housings fabricated from aluminum. The housing shall be painted flat gray, SAE AMS Standard 595 color chip No. 26280, unless otherwise specified in the Contract. Painted housings shall withstand a 1,000 hour salt spray test as specified in ASTM B117.

Each housing shall include a four bolt slip-fitter mount capable of accepting a nominal 2" tenon and adjustable within +/- 5 degrees of the axis of the tenon. The clamping bracket(s) and the cap screws shall not bottom out on the housing bosses when adjusted within the +/- 5 degree range. No part of the slipfitter mounting brackets on the luminaires shall develop a permanent set in excess of 0.2 inch when the cap screws used for mounting are tightened to a torque of 32 foot-pounds. Each luminaire shall include leveling reference points for both transverse and longitudinal adjustment.

All luminaires shall include shorting caps when shipped. The caps shall be removed and provided to the Contracting Agency when an alternate control device is required to be installed in the photocell socket. House side shields shall be included when required by the Contract. Order codes shall be modified to the minimum extent necessary to include the option for house side shields.

This section is supplemented with the following new subsections:

**9-29.10(1)A High Pressure Sodium (HPS) Conventional Roadway Luminaires**

HPS conventional roadway luminaires shall meet the following requirements:

1. General shape shall be "cobrahead" style, with flat glass lens and full cutoff optics.
2. Light pattern distribution shall be IES Type III.
3. The reflector of all luminaires shall be of a snap-in design or secured with screws. The reflector shall be polished aluminum or prismatic borosilicate glass.
4. Flat lenses shall be formed from heat resistant, high-impact, molded borosilicate or tempered glass.
5. The lens shall be mounted in a doorframe assembly, which shall be hinged to the luminaire and secured in the closed position to the luminaire by means of an automatic latch. The lens and doorframe assembly, when closed, shall exert pressure against a gasket seat. The lens shall not allow any light output above 90 degrees nadir. Gaskets shall be composed of material capable of withstanding the temperatures involved and shall be securely held in place.
6. The ballast shall be mounted on a separate exterior door, which shall be hinged to the luminaire and secured in the closed position to the luminaire housing by means of an automatic type of latch (a combination hex/slot stainless steel screw fastener may supplement the automatic-type latch).



7. Each luminaire shall be capable of accepting a 150, 200, 250, 310, or 400 watt lamp complete and associated ballast. Lamps shall mount horizontally.

#### **9-29.10(1)B Light Emitting Diode (LED) Conventional Roadway Luminaires**

LED Conventional Roadway Luminaires are divided into classes based on their equivalent High Pressure Sodium (HPS) luminaires. Current classes are 200W, 250W, 310W, and 400W. LED luminaires are required to be pre-approved in order to verify their photometric output. To be considered for pre-approval, LED luminaires must meet the requirements of this section.

LED luminaires shall include a removable access door, with tool-less entry, for access to electronic components and the terminal block. The access door shall be removable, but include positive retention such that it can hang freely without disconnecting from the luminaire housing. LED drivers may be mounted either to the interior of the luminaire housing or to the removable door itself.

LED drivers shall be removable for user replacement. All internal modular components shall be connected by means of mechanical plug and socket type quick disconnects. Wire nuts may not be used for any purpose. All external electrical connections to the luminaire shall be made through the terminal block.

LED luminaires shall include a 7-pin NEMA photocell receptacle. The LED driver(s) shall be dimmable from ten volts to zero volts. LED output shall have a Correlated Color Temperature (CCT) of 4000K nominal (4000-4300K) and a Color Rendering Index (CRI) of 70 or greater. LED output shall be a minimum of 85% at 75,000 hours at 25 degrees Celsius.

LED luminaires shall be available for 120V, 240V, and 480V supply voltages. Voltages refer to the supply voltages to the luminaires present in the field. LED power usage shall not exceed the following maximum values for the applicable wattage class:

| <b>Class</b> | <b>Max. Wattage</b> |
|--------------|---------------------|
| 200W         | 110W                |
| 250W         | 165W                |
| 310W         | 210W                |
| 400W         | 275W                |

Only one brand of LED conventional roadway luminaire may be used on a Contract. They do not necessarily have to be the same brand as any high-mast, underdeck, or wall-mount luminaires when those types of luminaires are specified in the Contract. LED luminaires shall include a standard 10 year manufacturer warranty.

The list of pre-approved LED Conventional Roadway Luminaires is available at <http://www.wsdot.wa.gov/Design/Traffic/ledluminaires.htm>.

#### **9-29.10(2) Decorative Luminaires**

This section, including title, is revised to read:

#### **9-29.10(2) Vacant**



## **9-29.12 Electrical Splice Materials**

This section is supplemented with the following new subsections:

### **9-29.12(3) Splice Enclosures**

#### **9-29.12(3)A Heat Shrink Splice Enclosure**

Heat shrink splice enclosures shall be medium or heavy wall cross-linked polyolefin, meeting the requirements of AMS-DTL-23053/15, with thermoplastic adhesive sealant. Heat shrink splices used for “wye” connections require rubber electrical mastic tape.

#### **9-29.12(3)B Molded Splice Enclosure**

Molded splice enclosures shall use epoxy resin in a clear rigid plastic mold. The material used shall be compatible with the insulation material of the insulated conductor or cable. The component materials of the resin insulation shall be packaged ready for convenient mixing without removing from the package.

#### **9-29.12(4) Re-Enterable Splice Enclosure**

Re-enterable splice enclosures shall use either dielectric grease or a flexible resin contained in a two-piece plastic mold. The mold shall either snap together or use stainless steel hose clamps.

#### **9-29.12(5) Vinyl Electrical Tape for Splices**

Vinyl electrical tape in splicing applications shall meet the requirements of MIL-I-24391C.

### **9-29.12(1) Illumination Circuit Splices**

This section is revised to read:

Underground illumination circuit splices shall be solderless crimped connections capable of securely joining the wires, both mechanically and electrically, as defined in Section 8-20.3(8). Aerial illumination splices shall be solderless crimp connectors or split bolt vice-type connectors.

#### **9-29.12(1)A Heat Shrink Splice Enclosure**

This section is deleted in its entirety.

#### **9-29.12(1)B Molded Splice Enclosure**

This section is deleted in its entirety.

#### **9-29.12(2) Traffic Signal Splice Material**

This section is revised to read:

Induction loop splices and magnetometer splices shall use an uninsulated barrel-type crimped connector capable of being soldered.

#### **9-29.16(2)E Painting Signal Heads**

In the first sentence, “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

### **9-29.17 Signal Head Mounting Brackets and Fittings**

In the first paragraph, item number 2 under **Stainless Steel** is revised to read:

2. Bands or cables for Type N mount.



### **9-29.20 Pedestrian Signals**

In item 2C of the second paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

### **9-29.24 Service Cabinets**

The third sentence of item number 6 is revised to read:

The dead front cover shall have cutouts for the entire breaker array, with blank covers where no circuit breakers are installed.

Item number 8 is revised to read:

8. Lighting contactors shall meet the requirements of Section 9-29.24(2).

The last sentence of item number 10 is revised to read:

Dead front panels shall prevent access to any exposed, live components, and shall cover all equipment except for circuit breakers (including blank covers), the photocell test/bypass switch, and the GFCI receptacle.

### **9-29.24(2) Electrical Circuit Breakers and Contactors**

This section is revised to read:

All circuit breakers shall be bolt-on type, with the RMS-symmetrical interrupting capacity described in this Section. Circuit breakers for 120/240/277 volt circuits shall be rated at 240 or 277 volts, as applicable, with an interrupting capacity of not less than 10,000 amperes. Circuit breakers for 480 volt circuits shall be rated at 480 volts, and shall have an interrupting capacity of not less than 14,000 amperes.

Lighting contactors shall be rated for tungsten or ballasted (such as sodium vapor, mercury vapor, metal halide, and fluorescent) lamp loads. Contactors for 120/240/277 volt circuits shall be rated at 240 volts maximum line to line voltage, or 277 volts maximum line to neutral voltage, as applicable. Contactors for 480 volt circuits shall be rated at 480 volt maximum line to line voltage.

9-33.AP9

## **Section 9-33, Construction Geosynthetic August 6, 2018**

### **9-33.4(1) Geosynthetic Material Approval**

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

If the geosynthetics material is not listed in the current WSDOT QPL, a Manufacturer's Certificate of Compliance including Certified Test Reports of each proposed geosynthetic shall be submitted to the State Materials Laboratory in Tumwater for evaluation.

The last paragraph is revised to read:

Geosynthetics used as reinforcement in permanent geosynthetic retaining walls, reinforced slopes, reinforced embankments, and other geosynthetic reinforcement



applications require proof of compliance with the National Transportation Product Evaluation Program (NTPEP) in accordance with AASHTO Standard Practice R 69, Standard Practice for Determination of Long-Term Strength for Geosynthetic Reinforcement.

9-34.AP9

## **Section 9-34, Pavement Marking Material January 2, 2018**

### **9-34.2(2) Color**

Each reference to “Federal Standard 595” is revised to read “SAE AMS Standard 595”.

### **9-34.2(5) Low VOC Waterborne Paint**

The heading “Standard Waterborne Paint” is supplemented with “Type 1 and 2”.

The heading “High-Build Waterborne Paint” is supplemented with “Type 4”.

The heading “Cold Weather Waterborne Paint” is supplemented with “Type 5”.

In the row beginning with “° @90°F”, each minimum value is revised to read “60”.

In the row beginning with “Fineness of Grind, (Hegman Scale)”, each minimum value is revised to read “3”.

The last four rows are replaced with the following:

| Vehicle Composition               | ASTM D 2621              | 100% acrylic emulsion                                                          | 100% cross-linking acrylic <sup>4</sup>                                        | 100% acrylic emulsion                                                          |
|-----------------------------------|--------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Freeze-Thaw Stability, KU         | ASTM D 2243 and D 562    | @ 5 cycles show no coagulation or change in viscosity greater than $\pm 10$ KU | @ 5 cycles show no coagulation or change in viscosity greater than $\pm 10$ KU | @ 3 cycles show no coagulation or change in viscosity greater than $\pm 10$ KU |
| Heat Stability                    | ASTM D 562 <sup>2</sup>  | $\pm 10$ KU from the initial viscosity                                         | $\pm 10$ KU from the initial viscosity                                         | $\pm 10$ KU from the initial Viscosity                                         |
| Low Temperature Film Formation    | ASTM D 2805 <sup>3</sup> | No Cracks*                                                                     |                                                                                | No Cracks                                                                      |
| Cold Flexibility <sup>5</sup>     | ASTM D522                | Pass at 0.5 in mandrel*                                                        |                                                                                |                                                                                |
| Test Deck Durability <sup>6</sup> | ASTM D913                | $\geq 70\%$ paint retention in wheel track*                                    |                                                                                |                                                                                |
| Mud Cracking                      | (See note 7)             | No Cracks                                                                      | No Cracks                                                                      |                                                                                |

After the preceding Amendments are applied, the following new column is inserted after the “Standard Waterborne Paint Type 1 and 2” column:

| <b>Semi-Durable Waterborne Paint Type 3</b> |             |               |             |
|---------------------------------------------|-------------|---------------|-------------|
| <b>White</b>                                |             | <b>Yellow</b> |             |
| <b>Min.</b>                                 | <b>Max.</b> | <b>Min.</b>   | <b>Max.</b> |
| Within $\pm 0.3$ of qualification sample    |             |               |             |
|                                             |             |               |             |
| 80                                          | 95          | 80            | 95          |



|                                                                                |      |      |      |
|--------------------------------------------------------------------------------|------|------|------|
| 60                                                                             |      | 60   |      |
| 77                                                                             |      | 77   |      |
|                                                                                | 65   |      | 65   |
| 43                                                                             |      | 43   |      |
|                                                                                | 1.25 |      | 1.25 |
| 3                                                                              |      | 3    |      |
| 0.98                                                                           |      | 0.96 |      |
| 88                                                                             |      | 50   |      |
| 100°                                                                           |      | 100° |      |
| 9.5                                                                            |      | 9.5  |      |
|                                                                                | 10   |      | 10   |
| 100% acrylic emulsion                                                          |      |      |      |
| @ 5 cycles show no coagulation or change in viscosity greater than $\pm 10$ KU |      |      |      |
| $\pm 10$ KU from the initial viscosity                                         |      |      |      |
| No Cracks                                                                      |      |      |      |
| Pass at 0.25 in mandrel                                                        |      |      |      |
| $\geq 70\%$ paint retention in wheel track                                     |      |      |      |
| No Cracks                                                                      |      |      |      |

The footnotes are supplemented with the following:

<sup>4</sup>Cross-linking acrylic shall meet the requirements of federal specification TT-P-1952F Section 3.1.1.

<sup>5</sup>Cold Flexibility: The paint shall be applied to an aluminum panel at a wet film thickness of 15 mils and allowed to dry under ambient conditions (50 $\pm$ 10% RH and 72 $\pm$ 5 °F) for 24 hours. A cylindrical mandrel apparatus (in accordance with ASTM D522 method B) shall be put in a 40°F refrigerator when the paint is drawn down. After 24 hours, the aluminum panel with dry paint shall be put in the 40°F refrigerator with the mandrel apparatus for 2 hours. After 2 hours, the panel and test apparatus shall be removed and immediately tested to according to ASTM D522 to evaluate cold flexibility. Paint must show no evidence of cracking, chipping or flaking when bent 180 degrees over a mandrel bar of specified diameter.

<sup>6</sup>NTPEP test deck, or a test deck conforming to ASTM D713, shall be conducted for a minimum of six months with the following additional requirements: it shall be applied at 15 wet mils to a test deck that is located at 40N latitude or higher with at least 10,000 ADT and which was applied during the months of September through November.

<sup>7</sup>Paint is applied to an approximately 4"x12" aluminum panel using a drawdown bar with a 50 mil gap. The coated panel is allowed to dry under ambient conditions (50 $\pm$ 10% RH and 72 $\pm$ 5 °F) for 24 hours. Visual evaluation of the dry film shall reveal no cracks.

### 9-34.3 Plastic

In the first sentence of the last paragraph, "Federal Standard 595" is revised to read "SAE AMS Standard 595".

### 9-34.3(2) Type B – Pre-Formed Fused Thermoplastic

In the last two paragraphs, each reference to "Federal Standard 595" is revised to read "SAE AMS Standard 595".



### **9-34.7(1) Requirements**

The first paragraph is revised to read:

Field performance evaluation is required for low VOC solvent-based paint per Section 9-34.2(4), Type A – liquid hot applied thermoplastic per Section 9-34.3(1), Type B – preformed fused thermoplastic per Section 9-34.3(2), Type C – cold applied preformed tape per Section 9-34.3(3), and Type D – liquid applied methyl methacrylate per Section 9-34.3(4).

The last paragraph is deleted.

### **9-34.7(1)C Auto No-Track Time**

The first paragraph is revised to read:

Auto No-Track Time will only be required for low VOC solvent-based paint in accordance with Section 9-34.2(4).

The second and third sentences of the second paragraph are deleted.







## 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*, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

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

Also incorporated into the Contract Documents by reference are the following documents, regulations, and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and or requirements are less restrictive than Washington State Law, then the Washington State Law shall prevail.

- 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



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## DIVISION 1

### GENERAL REQUIREMENTS

#### DESCRIPTION OF WORK

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

The Work will include replacing and repairing existing utility structures on the Tulalip Reservation, including but not limited to locating and adjusting sanitary sewer manholes to grade; locating, adjusting, assessing, and repairing existing water valve boxes; adjusting existing fire hydrants, replacing existing guard posts; locating and adjusting existing survey monuments; and associated traffic control and surface restoration in accordance with these Specifications and the Plans. Work is located on the following roads within the Tulalip Reservation: Mission Beach Road, Totem Beach Road, Old Tulalip Road, Mission Avenue, 64th Street NW, 70th Street NW, Totem Beach Loop Road, Marine Drive NW, Walter Mises Jr Drive, Turk Drive, Percival Road, Waterworks Road, Hermosa Beach Road NW, Potlach Beach Road, 6th Ave NW, Meridian Ave N, 14th Avenue NE, 27th Ave NE, Sandra Madison Loop Road, Levi Lamont Road, 81st Street NE, 30th Drive NE, 24th Avenue NE, 88th Street NE, 29th Avenue NE, as further described in the 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.

**Inspector**

The Project Engineer's representative who inspects Contract performance in detail.

**Laboratory**

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

**Project Engineer**

The Engineer's representative who directly supervises the engineering and administration of a construction 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)**

A 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**

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

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               |
|---------------------|-------------|-------------------------------------|
| Plans (11" x 17")   | 4           | Furnished automatically upon award. |
| Contract Provisions | 4           | Furnished automatically upon award. |

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

**1-02.4(1) General**

(August 15, 2016 APWA GSP Option B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business \*\*\*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. Special Provisions and APWA General Special Provisions.
4. General Provisions.
5. Contract Plans.
6. City of Marysville Engineering Details.
7. Amendments to the Standard Specifications.
8. WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

### **1-04.4 Changes**

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

Revise the first paragraph to read:

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

Payments or credits for changes amounting to \$10,000 or less for any one item 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**

*(July 23, 2015 APWA GSP, Option B)*

Revise the first paragraph to read:

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 unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties,



increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

## **1-05 CONTROL OF WORK**

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

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

#### ***Licensed Surveyors***

The Contractor shall be responsible for locating and casing or reestablishing legal survey monuments, including but not limited to conducting research to determine the monument type, filing for and obtaining the appropriate permits for reestablishing monuments, conducting field surveys as necessary to reference and reestablish the monuments where necessary, and filing the appropriate completion documentation for reestablished monuments.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments not specifically called out to be located and/or adjusted under this project shall be protected at the Contractor's expense throughout the duration of the project.

When required, the Contractor shall prepare and file a complete Land Corner Record, Application for Permit to Remove or Destroy A Survey Monument, or other Record of Survey map appropriate to the affected monument type in accordance with RCW 58.09 and provide a recorded copy to the Contracting Agency. The Contractor shall establish Washington State Plane Coordinates on all points required in the Record of Survey and other points designated in the Contract documents.

The Contractor shall perform all of the necessary calculations for the contracted survey work and shall provide copies of these calculations to the Contracting Agency. Electronic files of all survey data shall be provided and in a format acceptable to the Contracting Agency.

All survey work performed by the Contractor shall conform to all applicable sections of the Revised Code of Washington and the Washington Administrative Code.

The Contractor shall provide all traffic control, signing, and temporary traffic control devices in order to provide a safe work zone.

#### ***Payment***

Payment will be made for each of the following Bid items that are included in the proposal:

"Licensed Surveying", per each.

All non-survey costs associated with physical installation of monuments or monument cases and covers will be paid under the unit price for "Poured Monument" or "Monument Case and Cover," or as described in Section 8-13.



## **1-05.7 Removal of Defective and Unauthorized Work**

Supplement this section 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 this section 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.

#### **1-05.12 Final Acceptance**

Add the following new section:

##### **1-05.12(1) One-Year Guarantee Period** (March 8, 2013 APWA GSP)

#### **New Section**

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall



start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

Add the following new section:

*(October 1, 2005 APWA GSP)*

**1-05.16 Water and Power**

**New Section**

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

**1-06 CONTROL OF MATERIAL**

Add the following new section:

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

**1-06.7 Shop Drawings and Submittals**

**New Section**

**1-06.7(1) General**

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

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

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



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

Shop drawing and submittal items that have been installed in the work but have not been approved through the review process shall be removed, and an approved product shall be furnished, all at the Contractor's expense. Under no circumstances shall payment be made to the Contractor for materials not approved by the submittal process.

#### **1-06.7(2) Required Information**

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

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

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



### **1-06.7(3) Review Schedule**

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

### **1-06.7(4) Substitutions**

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

#### **1-06.7(4)A After Contract Execution**

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

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

#### **1-06.7(4)B Equivalent Materials**

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

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

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

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



## **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](http://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 sub-sections, in its entirety is revised to read:

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

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



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

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

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

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 Forest Protection and Merchantable Timber Requirements**

#### **1-07.3(1) Forest Fire Prevention**

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.

#### **1-07.3(2) Merchantable Timber Requirements**

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

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

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

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



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

## **1-07.5 Environmental Regulations**

Section 1-07.5 is supplemented with the following:

*(September 20, 2010 WSDOT GSP Option 1)*

### **Environmental Commitments**

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

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

No Contractor staging areas will be allowed within 100 feet of any waters of the Tribe or State including wetlands.

*(August 3, 2009 WSDOT GSP Option 2)*

### **Payment**

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

## **1-07.5(1) General**

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

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

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.

Item 3 in the third paragraph of Section 1-07.5(1) is revised to read:

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

3. No equipment shall enter waters of the Tribes or waters of the State, except as may be specified in the Contract.

## **1-07.5(2) State Department of Fish and Wildlife**

The first paragraph of Section 1-07.5(2) is revised to read:

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

In doing the Work located within the Tulalip Indian Reservation boundaries, the Contractor shall follow the laws, ordinances, rules and regulations of the Tulalip Tribes. Contractor shall consult with the Tulalip Tribes' Natural Resources Department for specific requirements in



completing the Work on the reservation. In doing the Work located outside the boundaries of the Tulalip Tribes Reservation, the Contractor shall:

#### **1-07.5(3) State Department of Ecology**

The first paragraph of Section 1-07.5(3) is revised to read:

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

In doing the Work located within the Tulalip Indian Reservation boundaries, the Contractor shall follow the laws, ordinances, rules and regulations of the Tulalip Tribes. Contractor shall consult with the Tulalip Tribes' Natural Resources Department for specific requirements in completing the Work on the reservation. In doing the Work located outside the boundaries of the Tulalip Tribes Reservation, the Contractor shall:

Items 4 and 8 in the first paragraph of Section 1-07.5(3) are revised to read:

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

4. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the Tribes or waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials, and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.
8. Notify the Engineer and Ecology Department immediately should oil, chemicals, or sewage spill into waters of the Tribes or waters of the State.

#### **1-07.5(4) Air Quality**

The first paragraph of Section 1-07.5(4) is revised to read:

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

The Contractor shall comply with all rules of local air pollution authorities. If there are none, air-quality rules of the State Department of Ecology shall govern the Work located outside the boundaries of the Tulalip Tribes Reservation. The Contractor shall consult with the Tulalip Tribes' Natural Resources Department to ascertain the applicable laws, ordinances, rules, and regulations governing the Work on the Tulalip Indian Reservation.

#### **1-07.6 Permits and Licenses**

Section 1-07.6 is supplemented with the following:

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

The Contractor shall obtain and maintain necessary Traffic Control and Construction Permit(s) throughout the duration of the project.



## **1-07.7 Load Limits**

Section 1-07.7 is supplemented with the following:

*(March 13, 1995 WSDOT GSP Option 6)*

If the sources of materials provided by the Contractor necessitates hauling over roads other than State highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

## **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.

#### **1-07.15 Temporary Water Pollution Prevention**

Section 1-07.15 is supplemented with the following:

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

In an effort to prevent, control, and stop water pollution and erosion within the project, thereby protecting the Work, nearby land, streams, and other bodies of water, the Contractor shall perform all Work in strict accordance with all Tribal, Federal, State, and local laws and regulations governing waters of the Tribes and waters of the State, as well as permits acquired for the project.

The Contractor shall perform all temporary water pollution/erosion control measures shown in the Plans, specified in the Special Provisions, proposed by the Contractor and approved by the Engineer, or ordered by the Engineer as Work proceeds.

#### **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

Under the heading "SPCC Plan Element Requirements" of Section 1-07.15(1), item 2 of the first paragraph is revised to read:

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

**Spill Reporting:** List the names and telephone numbers of the Tribal, Federal, State, and local agencies the Contractor shall notify in the event of a spill.

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

##### **1-07.16(2) Vegetation Protection and Restoration**

Section 1-07.16(2) is supplemented with the following:

*(August 2, 2010 WSDOT GSP Option 1)*

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1-foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.



## **1-07.17            Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

*(April 2, 2007 WSDOT GSP Option 1)*

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

\*\*\* Snohomish County Public Utilities District (PUD)

210 E Division Street  
Arlington, WA 98223  
Attn: Kallen Shaughnessy-Randall  
(425) 783-4370

City of Marysville Water  
80 Columbia Avenue  
Marysville, WA 98270  
Attn: Kim Bryant  
Office: (360) 363-8163  
Cell: (425) 754-2597

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

Tulalip Water  
8802 27th Avenue NE  
Tulalip, WA 98271  
Attn: Lucas Reyes  
Office: (360) 716-5022  
Cell: (425) 791-0062

Tulalip Broadband  
8825 Quil Ceda Boulevard, Suite O  
Tulalip, WA 98271  
Attn: Richard Brown  
(360) 654-3270

Puget Sound Energy (Gas)  
20000 N Creek Parkway, Bot-01H  
Bothell, WA 98011  
Attn: John Guay  
Office: (425) 505-3768



Frontier Communications  
1800 41st Street  
Everett, WA 98201  
Attn: Adam Diaz  
Office: (425) 261-0134  
Cell: (425) 614-9754 \*\*\*

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

The temporary removal, replacement, bracing or holding of any utility or structure, including power and telephone poles, required to accomplish the work, shall be included in the contract price(s) for the bid item(s) involved.

#### **1-07.17(1) Utility Construction, Removal, or Relocation by the Contractor**

Add the following new sections:

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

##### **1-07.17(1)A Disruptions to Utility Services**

##### **New Section**

No disruption to existing utility services is anticipated for completion of this project. If the Contractor determines that any utility shutdown is necessary to perform the work, the shutdown shall be requested by the Contractor a minimum of 7 working days in advance of the proposed shutdown. If the Contracting Agency approves the shutdown, it will be approved by the Contracting Agency a minimum of 3 working days before the shutdown. The Contractor shall provide a minimum of 2 working days written notice of the approved shutdown to all affected customers.

The shutdown shall be performed by Contracting Agency Utility staff. Contractor personnel shall not operate any existing valves in the system.

The Contractor shall minimize the duration of any utility shutdown, but in no case shall the shutdown time exceed 6 hours.

All costs required to comply with the work restrictions and requirements of this section shall be included in the contract price(s) for the bid item(s) involved.

##### **1-07.17(1)B Locate Existing Utility Structure or Monument**

##### **New Section**

Where called out in the Plans or directed by the Engineer, the Contractor shall physically locate existing water valve boxes, sanitary sewer manholes, and survey monuments. These structures may be located under existing asphalt pavement or bituminous surface treatment, or otherwise obscured. All location steps shall be performed in the presence of the Owner's inspector or designated representative. To physically locate these structures, the Contractor shall perform the following steps in order. The contractor shall perform only the necessary steps to locate the utility structure; once the structure is found, the Contractor is not required to complete all subsequent steps.

1. The Contractor shall call for utility locates at all locations where a utility structure to be located is shown on the Plans and have all utilities marked in the field.
2. Using the painted utility locates as a guideline, the Contractor shall use metal detection to attempt to locate the utility structures. The Contractor shall use a metal detector with



depth measuring capability that can detect utility pipes and structures at a minimum depth of 48 inches.

3. For utility structures that cannot be located by metal detection, the Contractor shall employ Ground Penetrating Radar (GPR) to attempt to locate the utility structures. The GPR system shall be operated by a firm with a minimum of 5 years' experience operating GPR systems for location of underground utilities.
4. For sanitary sewer structures that cannot be located by GPR, or as an alternate to GPR, the Contractor may elect to perform a video inspection from upstream and/or downstream manholes to measure the distance from exposed structure(s) to the buried manhole(s). No additional payment will be made for video inspection.
5. For monuments that cannot be located by other means, the Contracting Agency may authorize the Contractor to locate the monument through research and field survey using the services of a Licensed Surveyor as described in Section 1-05.4. If so authorized, the survey work will be paid by force account under the Bid Item for "Licensed Surveying."
6. For utility structures or monuments that cannot be located by any of the other means identified above, the Contracting Agency may elect one of the following methods to address the utility structure or monument:
  - a. No further action.
  - b. Potholing. If so directed by the Contracting Agency, the Contractor shall pothole the area using vacuum excavation methods. Payment for potholing will be made by equitable adjustment in accordance with Section 1-09.4, and may be paid under the Bid Item for "Minor Change".
  - c. Cut in a new water valve. For water valves that cannot be located, if so directed by the Contracting Agency, the Contractor shall cut in a new water valve at the location specified by the Contracting Agency. Payment for valve installation will be made by equitable adjustment in accordance with Section 1-09.4, and may be paid under the Bid Item for "Minor Change".

For methods a through c above, if the Contractor exhausts all other applicable locate methods as witnessed by the Owner's inspector or designated representative, payment for the item will be made under the unit Contract price for "Locate Existing Utility Structure or Monument."

### **Payment**

Payment will be made in accordance with Section 1-09.6 for the following bid item when included in the proposal:

"Locate Existing Utility Structure or Monument", per Each.

The unit Contract price per each for "Locate Existing Utility Structure or Monument" shall be full pay for all costs to physically locate each structure called out in the plans including but not limited to locating water valves, monuments, and manholes, following all required steps as outlined in Section 1-07.17(1)B to locate each structure, including, but not limited to, utility locating service, metal detection, Ground Penetrating Radar, and video inspection.



**1-07.23 Public Convenience and Safety**

**1-07.23(1) Construction Under Traffic**

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

*(February 3, 2020 WSDOT GSP, Option 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:

| <b>Regulatory<br/>Posted Speed</b> | <b>Distance From<br/>Traveled Way<br/>(Feet)</b> |
|------------------------------------|--------------------------------------------------|
| 35 mph or less                     | 10                                               |
| 40 mph                             | 15                                               |
| 45 to 50 mph                       | 20                                               |
| 55 to 60 mph                       | 30                                               |
| 65 mph or greater                  | 35                                               |

**Minimum Work Zone Clear Zone Distance**

This section is supplemented with the following:

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

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

No roads shall be entirely closed for this project. At a minimum, a single lane of traffic shall be maintained open at all times, with flaggers provided to alternate traffic where required. The



contractor shall comply with all requirements of the approved Traffic Control Permit for each work location.

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

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

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

#### **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 sections:

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

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

**New Section**

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

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

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

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

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

#### **1-08.0(2) Hours of Work** (December 8, 2014 APWA GSP)

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 7:00 a.m. and 6:00 p.m. Monday through Friday, 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 \*\*\* 5 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 nonworking 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**

Section 1-08.1 is revised as follows:

(\*\*\*\*\*)  
Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004 EF) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012 EF), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004 EF) and
3. An approved Tulalip Tribes TERO Compliance Plan for the Subcontractor.

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.



### **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 and replace it with the following:

(July 23, 2015 APWA GSP)

#### **1-08.4 Notice to Proceed and Prosecution of Work**

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

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

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**

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

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. Final Contract Voucher Certification.
  - d. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors.
  - e. Property owner releases per Section 1-07.24.
  - f. An original signed and notarized Final Waiver and Release of Claim Form from the Contractor.
  - g. Original signed and notarized Final Waiver and Release of Claim Form for all Subcontractors and Material Suppliers regardless of tier.
  - h. Affidavit from the Tulalip Tribes TERO office that the TERO Fee for the Project has been paid.

Section 1-08.5 is supplemented with the following:

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

This project shall be physically completed within 45 working days.

## **1-09 MEASUREMENT AND PAYMENT**

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

Supplement this section with the following:

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

### **1-09.7 Mobilization**

Section 1-09.7 is supplemented with the following:

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

Payment for Mobilization will be made from two-thirds of the lump sum amount named in the Bid Schedule, which price shall be complete compensation for all mobilization of employees,



equipment and materials, and preparation of all necessary submittals as well as the bonds, insurance, site improvements etc. all in conformance with the Contract Documents. In calculating the partial payment due for mobilization, percent completion will be based on the sum of completed work. Payment for Demobilization will be made from one-third of the lump sum amount based on completion of all work which payment will be considered complete compensation for removal of all equipment, materials, labor hauling, cleanup, restoration work etc. required to remove all of the Contractor's operation and cleanup the site in accordance with the Contract Documents. In calculating the partial payment due for demobilization, percent completion will be based on the sum of completed work.

#### **1-09.8 Payment for Material on Hand**

The last paragraph of Section 1-09.8 is revised to read:

*(August 3, 2009 WSDOT GSP Option 1)*

The Contracting Agency will not pay for material on hand when the invoice cost is less than \$2,000. As materials are used in the Work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

#### **1-09.9 Payments**

Revise the first paragraph 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 \$20,000, 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**

Section 1-09.11 is revised to read:

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

### ***Forum For Equitable Relief***

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

### ***Forum For Money Damages***

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



## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.1 General**

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

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

The Contractor shall provide construction staging and traffic control plans to The Contracting Agency for review and approval. Plans shall be submitted for review no more than 7 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. Whenever traffic control devices are located on state highways or affect traffic on state highways, the temporary traffic control plans will also be reviewed and approved by WSDOT. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. These plans shall supplement Construction Staging Plans. Construction Staging Plans shall be prepared by the Contractor or a licensed civil engineer. The traffic control 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.

Construction Staging Plans as provided by the Contractor shall separate the project into stages of construction that when completed will include all of the work included in the contract. Construction Staging Plans shall include and not be limited to the following information:

- Delineation of areas where work will occur in each stage.
- Delineation including lane widths for vehicular travel lanes that will be maintained during each stage of construction.
- A description of the work that will be completed within each stage.
- Location(s) for access to and from the work area(s).



## **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 and Construction Staging Plans have not been provided by the Owner. The Contractor shall prepare traffic control plans and Construction Staging Plans. Traffic control plans and Construction Staging 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 and Construction Staging Plans 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 lump sum bid item "Project Temporary Traffic Control". The provisions of Section 1-10.4(1) 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", shall also include all costs associated with preparing and receiving approval for the Traffic Control Plans and Construction Staging Plans, including all revisions and updates necessary throughout the duration of the project. The lump sum cost also includes all payment for obtaining and maintaining traffic control permits, for the use of a uniformed police officer to control traffic and for all costs associated with temporary deactivation and reactivation of signal system(s).

**END OF DIVISION 1**



## 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 encompass up to a 10-foot radius around each structure called out 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.

##### **2-01.4 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 considered incidental to and included in the lump sum price for "Removal of Structures and Obstructions".

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 Structures and Obstructions”:

1. Removing and replacing of existing landscape features, signs, utility markers, and other miscellaneous appurtenances as shown on the Plans and as required for utility installation.
2. Removing and disposing of existing utilities as shown on the Plans and as required for utility installation, including existing valve boxes, manhole lids, guard posts, asphalt, concrete, and other components to be replaced as part of the Work.
3. All removals and replacements required to construct the project that are not specifically paid for in the Proposal.

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

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.

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.

Add the following new section:

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

**2-02.2 Private Property Improvements**

**New Section**

The Contractor shall minimize disruption to private property outside of the project limits.

The Contractor shall provide adequate written notice (5 full working days at a minimum) to the property owner prior to the removal or relocation of private property items. Any discrepancy with the property owner over the item or items to be removed or relocated and shall be brought to the immediate attention of the Engineer. All written notices shall be reviewed and approved by the Tulalip Tribes.

**2-02.3 Construction Requirements**

Section 2-02.3 is supplemented with the following:

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

Voids left by the removal of items listed above shall be filled with crushed surfacing top course, and compacted to 95 percent of maximum density as specified in Section 2-03.3(14)C, Method C.

Add the following new section:

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

**2-02.4 Measurement**

**New Section**

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

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 Structures and Obstructions", per lump sum.

The unit contract price for "Removal of Structures and Obstructions" 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 shall be included in the lump sum cost for "Removal of Structures and Obstructions".



No payment will be made for pavement cutting on the project. All costs for pavement cutting shall be incidental to the bid item for "Removal of Structures and Obstructions."

## **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 "shut down" 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 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**

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

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

Excavation required for this project shall be performed in compliance with the applicable requirements of Section 7-08.3(1) "Excavation and Preparation of Trench."

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 excavated areas. Normal trench dewatering does not include a dewatering system such as well points, well screens, or deep wells.

#### **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.

### **2-09.4                Measurement**

Section 2-09.4 is supplemented with the following:

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

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

## **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 street 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 streets 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 and included in the lump sum item for "Removal of Structures and Obstructions".

## **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 Tribe, 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 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:

| <b>Table of Price Adjustment Factors</b>                   |                   |
|------------------------------------------------------------|-------------------|
| <b>Constituent</b>                                         | <b>Factor "f"</b> |
| 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**

#### **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

##### **7-05.1 Description**

This section is supplemented with the following:

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

The Work described in this section also includes adjusting sanitary sewer manholes to grade per City of Marysville Standard Plans 5-120-002 and 5-120-003 and these Specifications.

##### **7-05.3 Construction Requirements**

##### **7-05.3(1) Adjusting Utility Structures to Grade**

This section is deleted and replaced with the following:

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

Where shown in the Plans or where directed by the Engineer, the contractor shall adjust manholes to be flush with the existing surface using precast concrete adjustment rings matching the diameter of the existing manhole neck, as shown in the City of Marysville Standard Plans or approved equal.

The asphalt concrete pavement shall be cut and removed to a neat circle, the diameter of which shall equal the outside diameter of the manhole frame plus 2 feet. The existing material surrounding the manhole frame shall be removed to a minimum depth of 8 inches below finished grade, or as necessary to complete the adjustment. Excavations in excess of 8 inches below finished grade shall be backfilled with crushed surfacing top course compacted to a minimum of 95% density. Starting at 8 inches below finished grade, Class 3000 cement concrete shall be placed to fill the entire volume of the excavation up to within a minimum of 2 inches, and a maximum of 3 inches of the finished pavement surface.

The concrete, the edges of the asphalt concrete pavement, and the outer edge of the casting shall be painted with hot asphalt cement. Asphalt concrete shall then be placed and compacted with hand tampers and a patching roller.

The completed patch shall match the existing paved surface for uniformity of grade. The joint between the patch and the existing pavement shall then be painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies.

Surrounding surfaces that are damaged during construction shall be restored by the Contractor.



#### **7-05.4 Measurement**

This section is supplemented with the following:

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

No separate measurement will be made for excavation, pavement cutting, crushed surfacing top course, concrete, asphalt patching, , or surface repair, which shall be incidental to the unit Contract price for "Adjust Manhole to Grade."

#### **7-05.5 Payment**

The first paragraph is supplemented with the following:

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

The unit Contract price per each for "Adjust Manhole to Grade" shall be full pay for all costs associated with the adjusting each manhole to finished grade, including excavation, pavement cutting, crushed surfacing top course, concrete, asphalt patching, and surface restoration.

### **7-12 VALVES FOR WATER MAINS**

#### **7-12.1 Description**

Section 7-12.1 is supplemented with the following:

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

Work shall also include replacement of water valve boxes and lids and adjusting water valve boxes to grade.

#### **7-12.2 Materials**

Section 7-12.2 is supplemented with the following:

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

Gate Valves shall conform to AWWA C515-80 latest revision. Gate valves shall be resilient wedge non-rising stem (NRS) with two internal O-ring stem seals. Gate valves shall be Mueller, M&H, Clow R/W or Waterous Series 500, or approved equal. Gate valves shall meet City of Marysville Water Distribution Design and Construction Standards Section 2-070.

#### **7-12.3 Construction Requirements**

Add the following new section:

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

##### **7-12.3(2) Adjust Valve to Grade**

##### **New Section**

Where "Adjust Valve to Grade" is shown in the Plans or where directed by the Engineer, valve boxes shall be adjusted to the existing road grade or existing surface grade and centered on the operator nut. the valve boxes and lids shall be replaced by Contractor prior to adjustment to grade. Existing valve boxes and lids shall not be reused unless approved by the Tulalip



Tribes. Existing material excavated to facilitate valve box installation shall be disposed of at a permitted, approved disposal site. Backfill shall be crushed surfacing top course compacted to 95% minimum dry density. All work and material associated with valve boxes and lids shall conform with City of Marysville Water Distribution Design and Construction Standards Section 2-070 and City of Marysville standard drawing 2-060-001, 2-070-001, 2-070-004.

All valves being adjusted in the roadway shall require a 2-foot diameter asphalt patch centered on the valve nut. All asphalt patches and base material are to match the existing road section or corresponding surface section and comply with specification Section 5-04.3. If valves are not set in paved area, a 4-inch thick 2-foot square concrete pad shall be set around each valve box with the top of pad flush with the existing grade.

### **7-12.3(3) Replace Valve Lid**

Where replace existing valve lid is shown in the Plans or where directed by the Engineer the contractor shall replace or supply a new valve lid. Valve lids shall conform with Section 7-12.3(2).

### **7-12.4 Measurement**

Section 7-12.4 is supplemented with the following:

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

No measurement will be made for excavation of material, backfill, concrete collars, asphalt patching, or surface repair. These items will be incidental to each structure installed.

The item "Adjust Valve to Grade" will be measured per each.

The item "Replace Valve Box Lid" will be measured per each.

### **7-12.5 Payment**

Section 7-12.5 is supplemented with the following:

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

"Adjust Valve to Grade", per each.

The unit Contract price per each for "Adjust Valve to Grade" shall be full pay for all costs associated with installing the new valve box and lid; excavating, removing, and disposing of the existing valve box; excavation and waste haul of existing material; crushed surfacing top course backfill; adjusting the valve chamber to finished grade; asphalt patches; concrete collars; and surface restoration. All surfaces and/or structures damaged outside of the patch area specified area in 7-12.3(2) during construction shall be restored in kind at no additional cost to the Contracting Agency.

"Replace Valve Box Lid", per each.

The unit Contract price per each for "Replace Valve Box Lid" shall be full pay for all costs associated with obtaining and installing the valve box lid.



## **7-14 HYDRANTS**

### **7-14.1 Description**

Section 7-14.1 is supplemented with the following:

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

Work shall also include removing and replacing existing fire hydrants.

### **7-14.2 Materials**

Section 7-14.2 is supplemented with the following:

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

Hydrants and hydrant parts shall be sourced from M&H Valve and approved by the Contracting Agency prior to ordering parts. Hydrants shall be ordered with bury depths that will result in compliance with City of Marysville Standard Plan 2-060-001.

### **7-14.3 Construction Requirements**

#### **7-14.3(1) Setting Hydrants**

Section 7-14.3(1) is supplemented with the following:

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

The hydrant shall be installed in the same horizontal location as the existing hydrant.

Prior to commencing assembly of the fire hydrants, the Contractor shall make an inventory of all fire hydrants to be removed and replaced. The inventory shall include manufacturer, model, size to bring into compliance with City of Marysville Standard Plan 2-060-001. The inventory shall be submitted to the Contracting Agency for review prior to ordering parts.

Existing material excavated to facilitate hydrants shall be disposed of at a permitted, approved disposal site. Backfill shall be crushed surfacing top course compacted to 95% minimum dry density.

Delete the last sentence of the first paragraph of Section 7-14.3(1) and replace with the following:

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

The breaker flange shall be set to height above finished grade as indicated in City of Marysville Standard Plan 2-060-001.

### **7-14.5 Payment**

Delete the payment description for "Hydrant Assembly" and replace with the following:

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

"Hydrant Assembly", per each



The unit Contract price per each for “Hydrant Assembly” shall be full pay for all Work to remove and replace the existing hydrant, including the hydrant inventory, furnishing and installing the hydrant regardless of bury depth, excavation and waste haul of existing material including existing hydrant parts, crushed surfacing top course backfill; disinfection, testing, painting, and surface restoration.

**END OF DIVISION 7**



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## **DIVISION 8**

### **MISCELLANEOUS CONSTRUCTION**

#### **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

##### **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:

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

Modified TESC Plan 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 “Normal Trench Dewatering” work associated with maintaining an excavation or trench suitable for construction will be included in the unit 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.

##### **Discharge Location**

The Contractor shall dispose of all surface water runoff and water removed by “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, biker 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 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 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.

## **8-13 MONUMENT CASES**

This section is deleted in its entirety and revised to read:

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

### **8-13 MONUMENTS**

#### **8-13.1 Description**

This work shall consist of furnishing and placing monument casings and covers and resetting existing monuments where required on the Plans, in accordance with City of Marysville Standard Plans 3-507-001, 3-507-002 and these Specifications.

Locating existing survey monuments shall be performed in conformance with Section 1-07.17(1)B.

Survey for resetting existing monuments shall be performed by a professional land surveyor registered in the State of Washington, in conformance with the requirements of Section 1-05.4.

#### **8-13.2 Materials**

Concrete shall be Class 4000 in accordance with the requirements of Section 6-02.

Brass markers will be yellow brass SAE 41, bronze or aluminum per City of Marysville Standard Plan 3-507-002.

Monument cases and covers shall comply with the requirements of Section 9-22.1 and City of Marysville Standard Detail 3-507-001.

#### **8-13.3 Construction Requirements**

Once an existing monument has been located, the Contractor shall notify the Contracting Agency to determine if a case and cover can be installed without disturbing the existing monument. If a case and cover can be installed, the Contractor shall protect the existing monument and install a case and cover in conformance with City of Marysville Standard Detail 3-507-001.



If a case and cover cannot be installed without disturbing the existing monument, the Contracting Agency will determine if the monument will be left uncovered, or will direct the Contractor to obtain the required permitting and reset the monument. Permitting and survey for resetting the monument shall be performed in conformance with Section 1-05.4.

The Contractor shall obtain a permit for the temporary removal of the Monument from the Washington State Department of Natural Resources and provide a copy of the permit to the Contracting Agency prior to the removal of the existing Monument.

For reset monuments, the Contractor shall construct each poured monument in accordance with the City of Marysville Standard Plan 3-507-001. The marker position shall be set by a Professional Land Surveyor registered in the State of Washington.

#### **8-13.4 Measurement**

Measurement of the "Monument Case and Cover" will be per each.

Measurement of the "Poured Monument" will be per each.

#### **8-13.5 Payment**

Payment will be made in accordance with Section 1-04.1 for the following items when included in the Proposal:

"Monument Case and Cover", per each.

The unit contract price per each for "Monument Case and Cover" shall be full pay for all labor, equipment, and materials required to furnish and install the monument case and cover, including pavement removal, case and cover, concrete, pavement patching, and surface restoration to accommodate the installation in accordance with City of Marysville Standard Plan 3-507-001.

"Poured Monument", per each.

The unit contract price per each for "Poured Monument" shall be full pay for all labor, equipment, and materials required to remove the existing monument, furnish and install the new monument, including excavation, concrete, reinforcing steel, and marker in accordance with City of Marysville Standard Plans 3-507-001 and 3-507-002.

Survey and permitting costs associated with resetting existing survey monuments shall be paid in accordance with Section 1-05.4.

Add the following section:

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

#### **8-30 GUARD POST**

#### **NEW SECTION**

##### **8-30.1 Description**

This work consists of removing and replacing all types of guard posts.



### **8-30.2 Materials**

Guard Post materials shall meet the requirements of City of Marysville Standard Plan 2-060-002.

### **8-30.3 Construction Requirements**

The Contractor shall remove and dispose of the existing guard post.

The contractor shall install furnish and install the new guard post per the City of Marysville Fire Hydrant Guard Post Detail Standard Plan 2-060-002.

If the existing guard post location meets the clearance requirements of Standard Plan 2-060-002, the new guard post shall be installed in the same location as the existing guard post. If the existing guard post does not meet the clearance requirements of Standard Plan 2-060-002, the Contracting Agency will determine a new location complying with Standard Plan 2-060-002. Guard posts shall be installed vertical with the deviation from the vertical for the full height of the guard post not exceeding 1/4 inch.

### **8-30.4 Measurement**

Measurement for "Remove and Replace Guard Post" shall be measured per each.

### **8-30.5 Payment**

Payment will be made in accordance with Section 1-04.1 for the following items when included in the Proposal:

"Remove and Replace Guard Post" per Each.

The unit Contract price per each for "Remove and Replace Guard Post" shall be full payment for all costs incurred to remove and dispose of the existing guard post and furnish and install a new guard post including, but not limited to excavation, haul and disposal, guard post, furnishing, placing, and compacting crushed ballast backfill, and surface restoration.

## **END OF DIVISION 8**



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## **DIVISION 9**

### **MATERIALS**

#### **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

##### **9-14.1 Topsoil**

##### **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> |
|-------------------|------------------------|
| 3/8 inch          | 100                    |
| No. 4             | 95-100                 |
| No. 10            | 75-90                  |
| No. 40            | 25-40                  |
| No. 200           | 2-5                    |

**END OF DIVISION 9**



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## Contract Plans





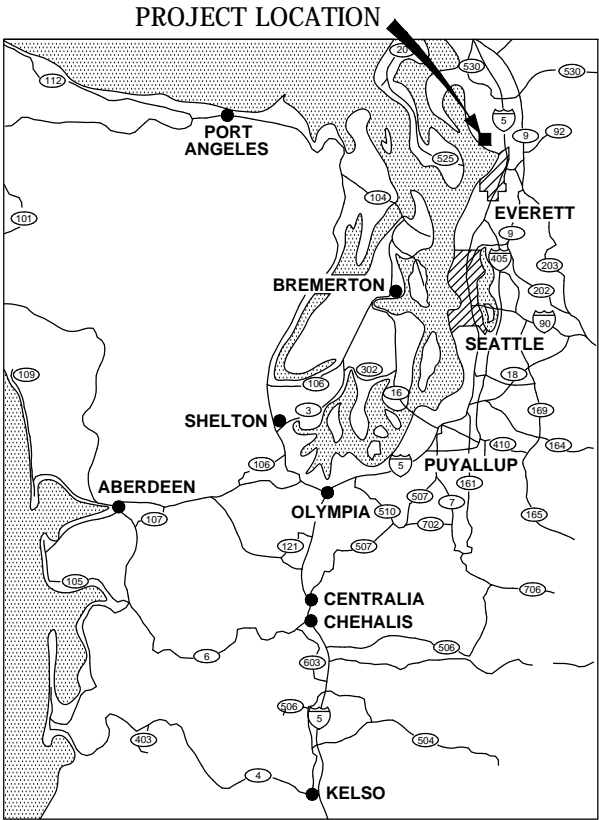


# TULALIP TRIBES

## VALVE CAN REPAIR AND MAINTENANCE

QUIL CEDA BLVD  
TULALIP, WASHINGTON

TULALIP TRIBES PROJECT NO. 2019-065



| DRAWING INDEX |                                                        |
|---------------|--------------------------------------------------------|
| DWG NO.       | SHEET TITLE                                            |
| GENERAL       |                                                        |
| 1             | COVER SHEET, DRAWING INDEX, LOCATION AND VICINITY MAPS |
| 2             | KEY MAP AND ABBREVIATIONS                              |
| CIVIL         |                                                        |
| 3-36          | REPAIR LOCATION SHEETS                                 |
| 37            | UTILITY AND MONUMENT DETAILS                           |
| 38            | UTILITY DETAILS                                        |

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UTILITIES DISTRICT (PUD)  
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CONTACT: TIM RENNICK

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CELL: (425) 754-2597  
CONTACT: KIM BRYANT

| REVISIONS | DATE | BY | DESIGNED   |
|-----------|------|----|------------|
|           |      |    | J. WRIGHT  |
|           |      |    | DRAWN      |
|           |      |    | M. VASSEY  |
|           |      |    | CHECKED    |
|           |      |    | R. RAYMOND |
|           |      |    | APPROVED   |

|                                                      |                       |
|------------------------------------------------------|-----------------------|
| ONE INCH AT FULL SCALE.<br>IF NOT, SCALE ACCORDINGLY |                       |
| FILE NAME                                            | PS1598120G-01-03      |
| JOB No.                                              | 554-1598-108 PHASE 15 |
| DATE                                                 | OCTOBER 2020          |



OCTOBER 5, 2020

|                                                                                              |
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| PROJECT NAME                       |
| VALVE CAN REPAIR<br>TULALIP TRIBES |
| TULALIP, WASHINGTON                |

|                                                           |
|-----------------------------------------------------------|
| COVER SHEET, DRAWING INDEX,<br>LOCATION AND VICINITY MAPS |
|-----------------------------------------------------------|

|       |
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| COVER |
| 1     |

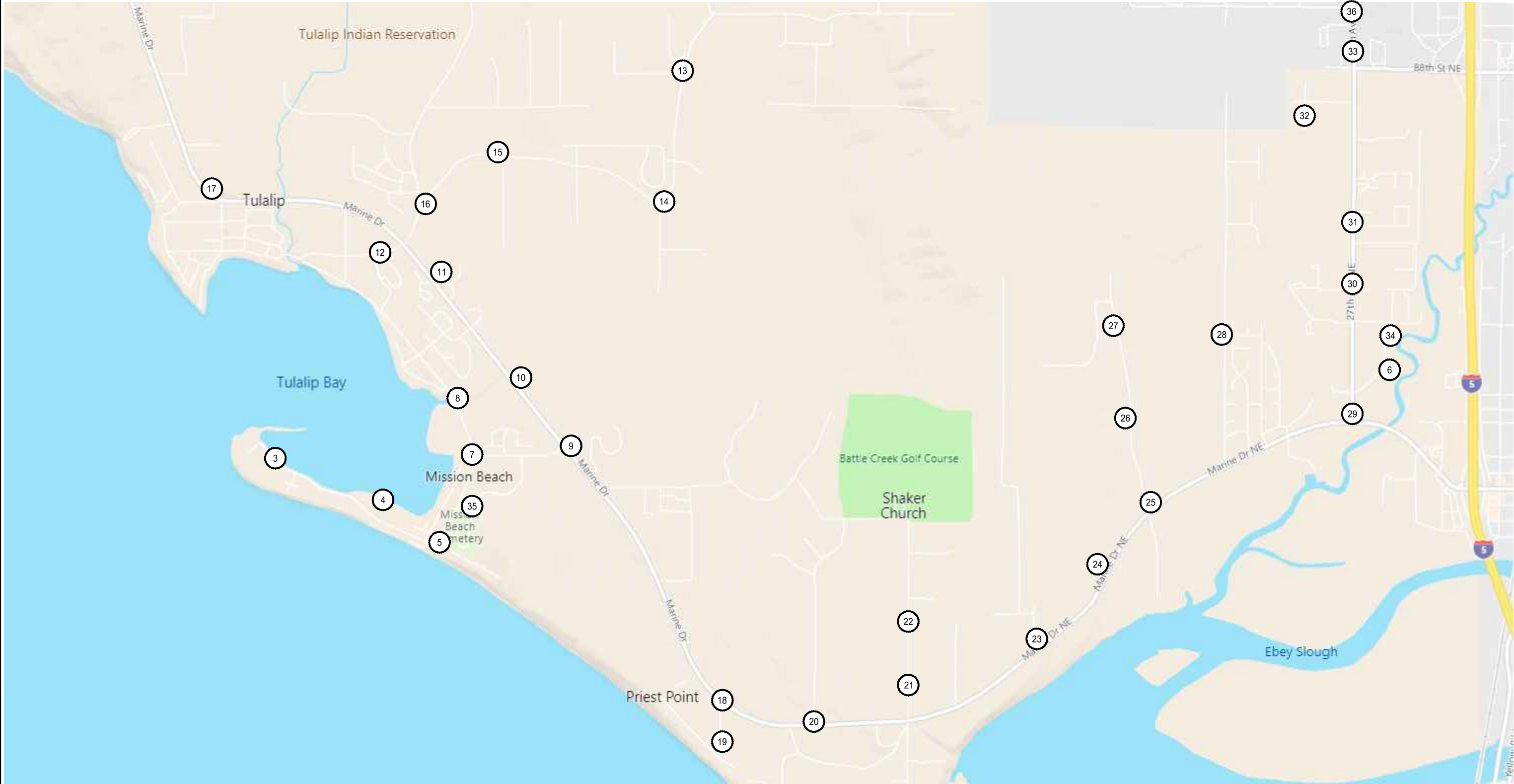


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LOCATION MAP  
NO SCALE



LEGEND

## SHEET NUMBER

ABBREVIATIONS

EA EACH

| REVISIONS | DATE | BY | DESIGNED   |
|-----------|------|----|------------|
|           |      |    | J. WRIGHT  |
|           |      |    | DRAWN      |
|           |      |    | M. VASSEY  |
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PROJECT NAME

VALVE CAN REPAIR  
TULALIP TRIBES

TULALIP, WASHINGTON

KEY MAP AND  
ABBREVIATONS

COVER

2







# Tulalip Tribes Planning









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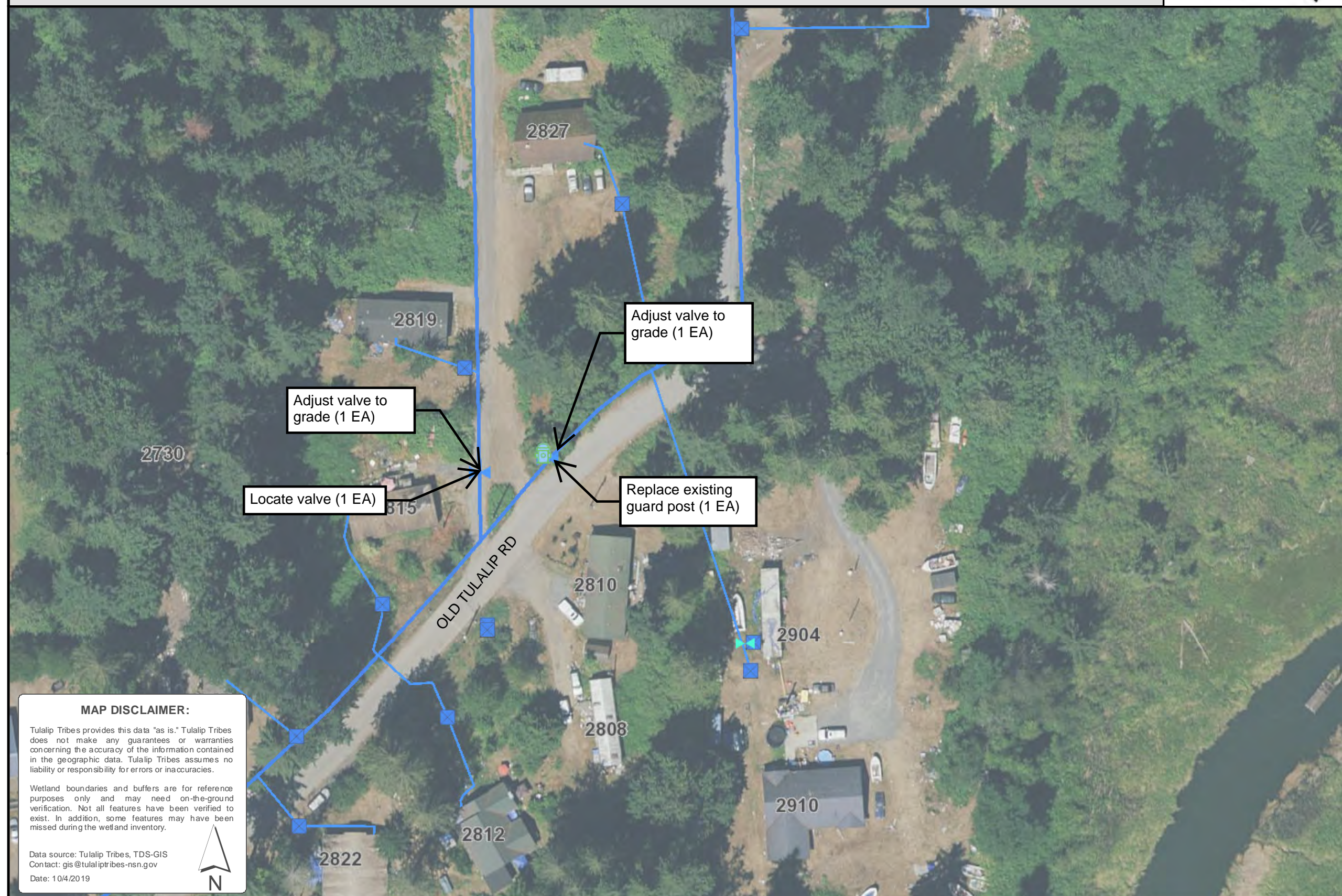








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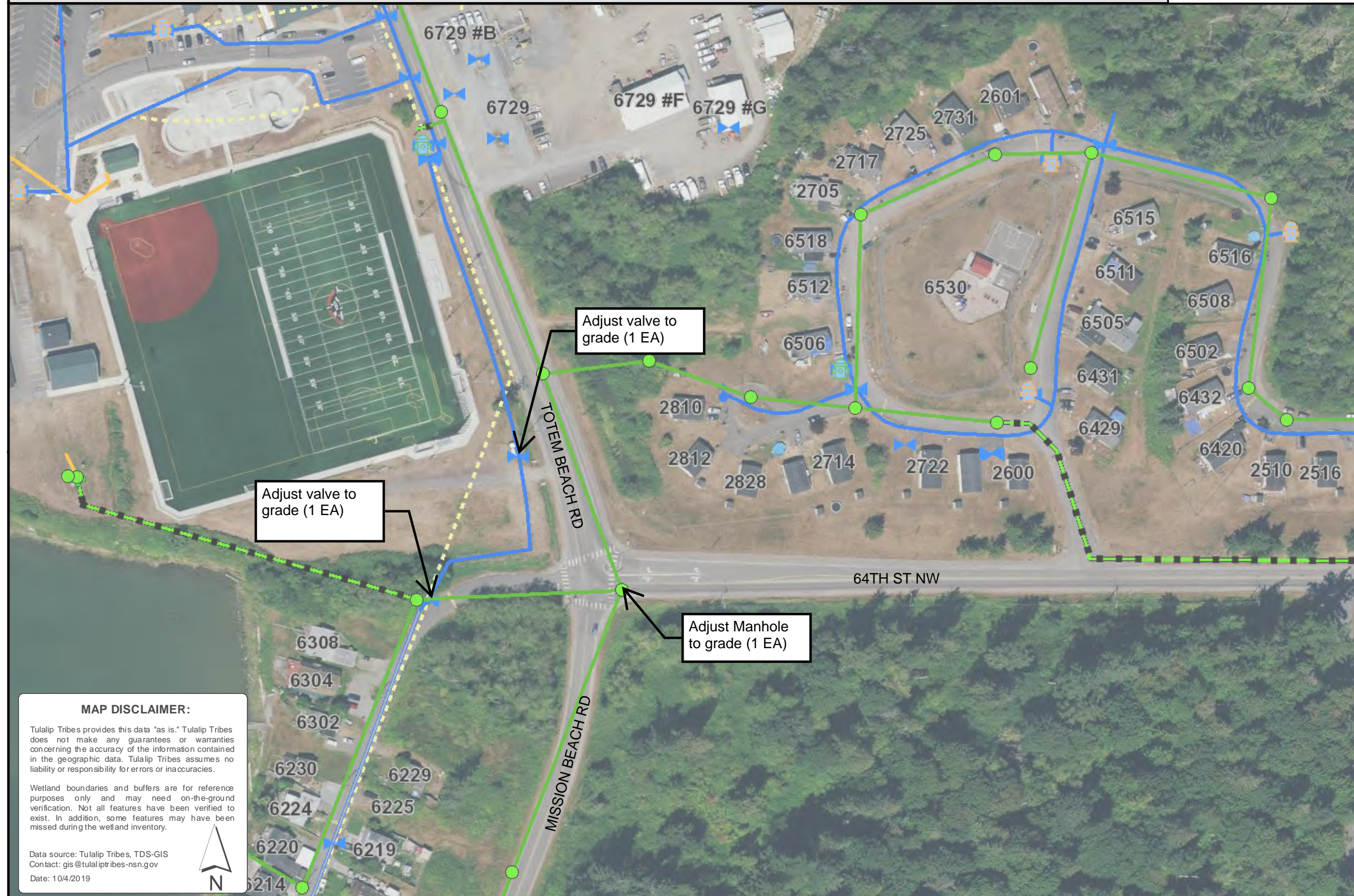








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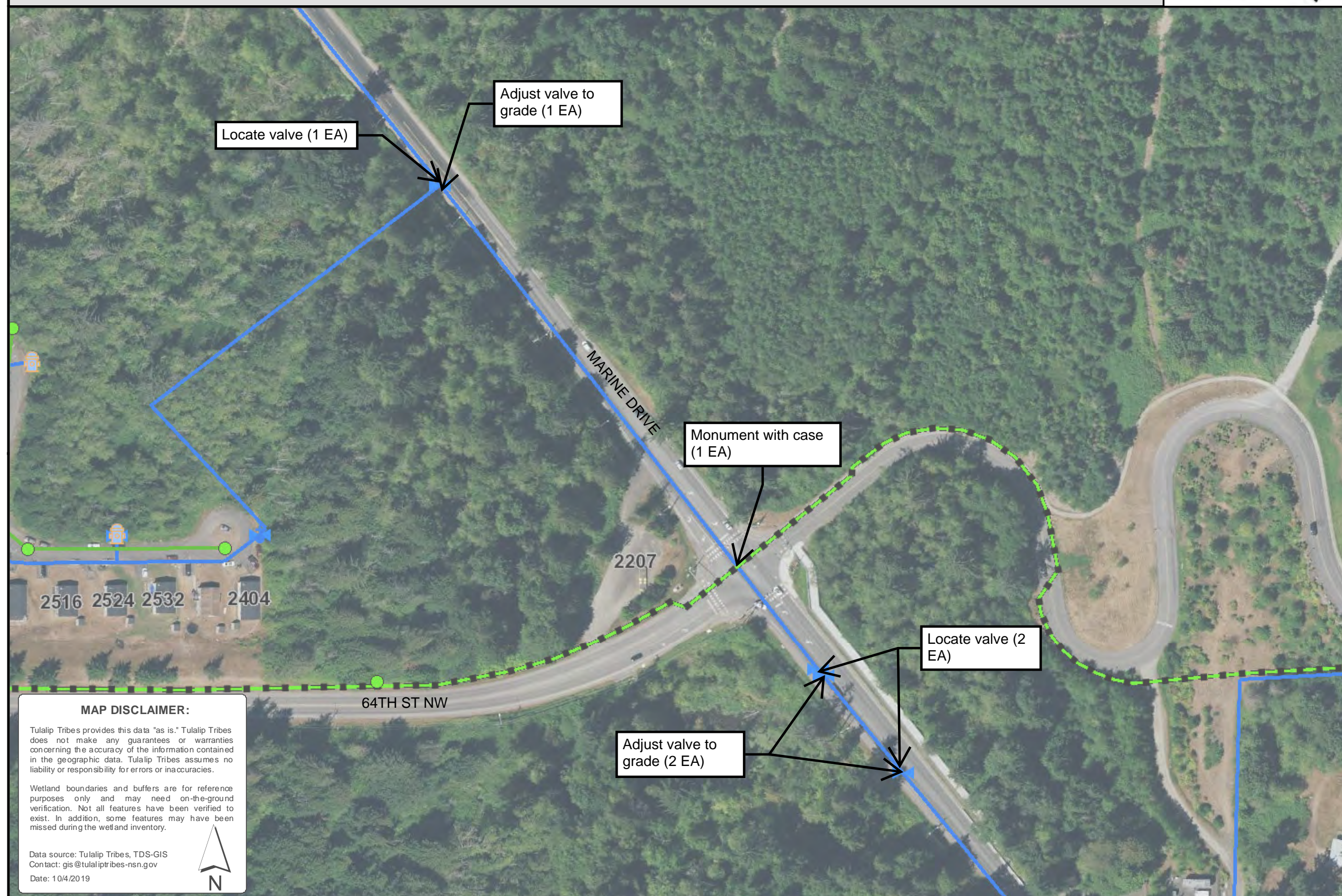








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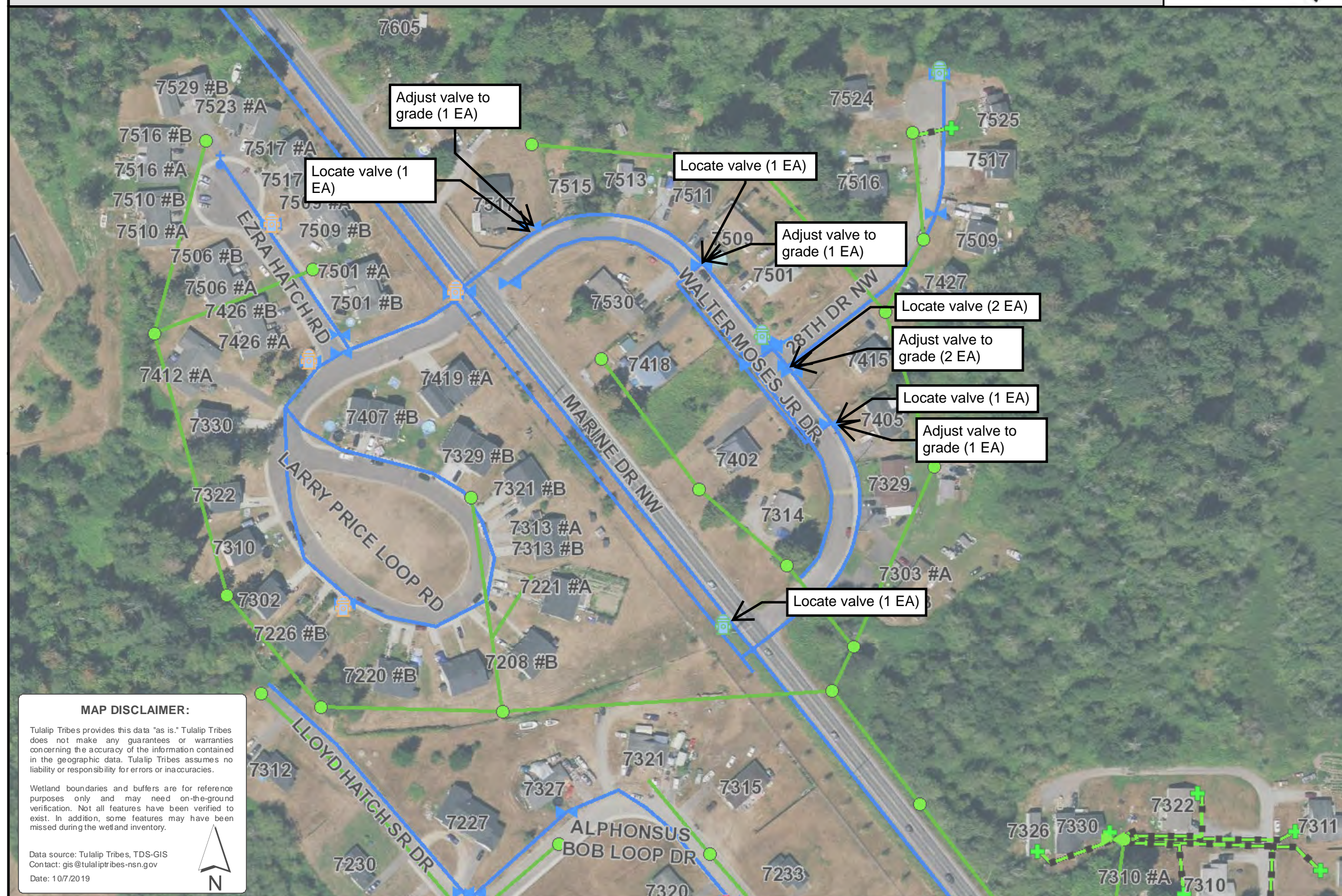








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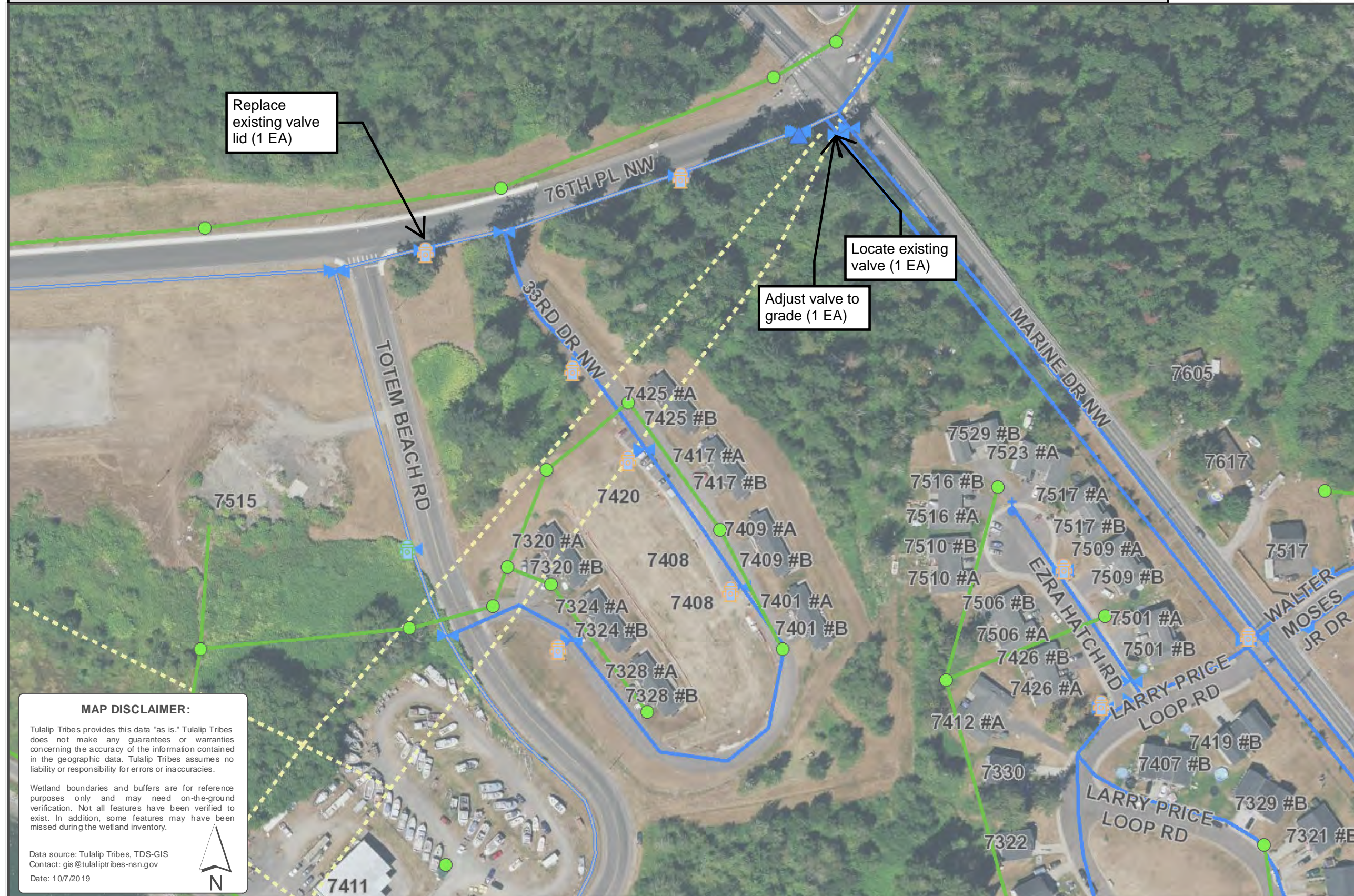








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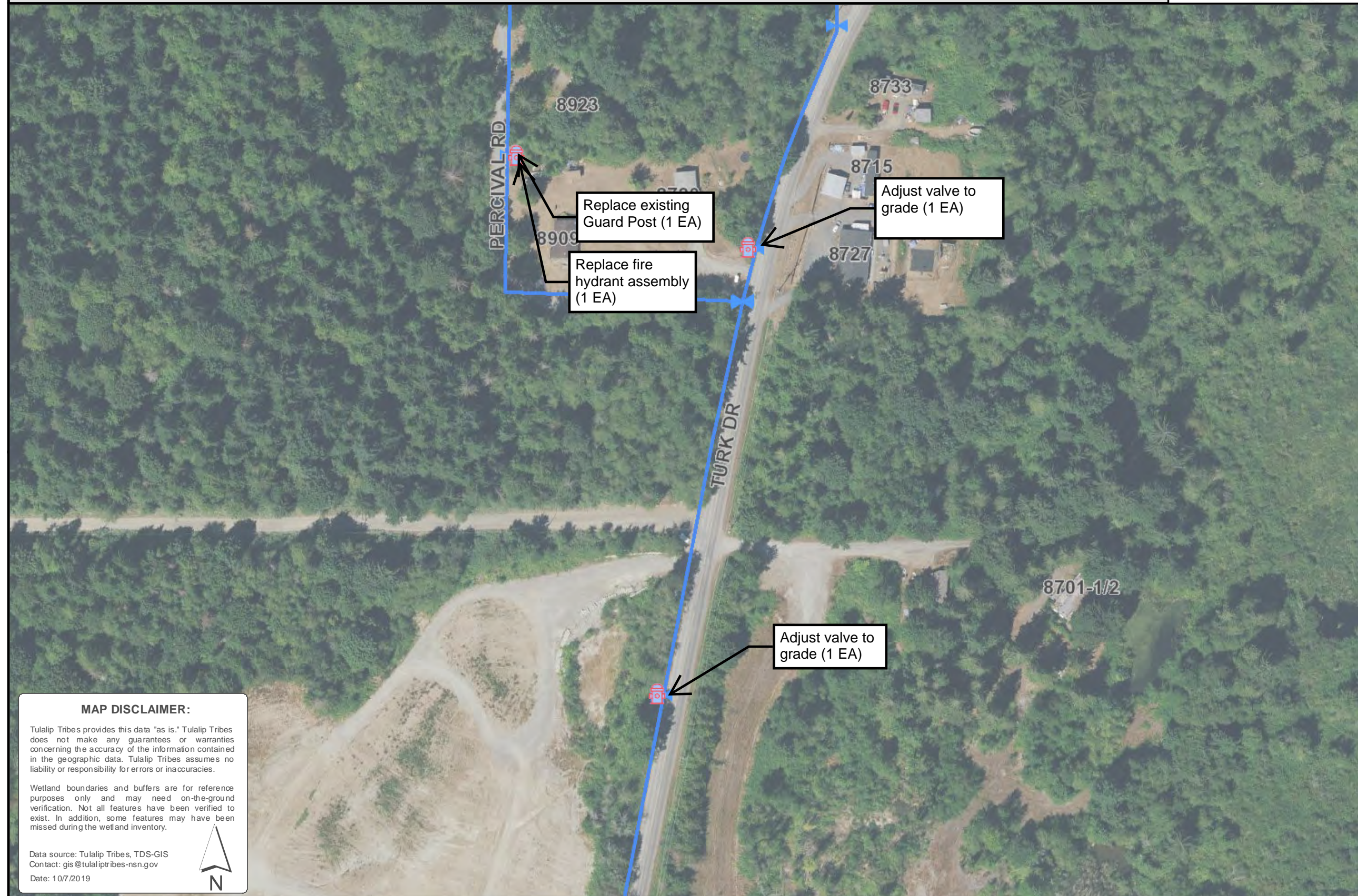








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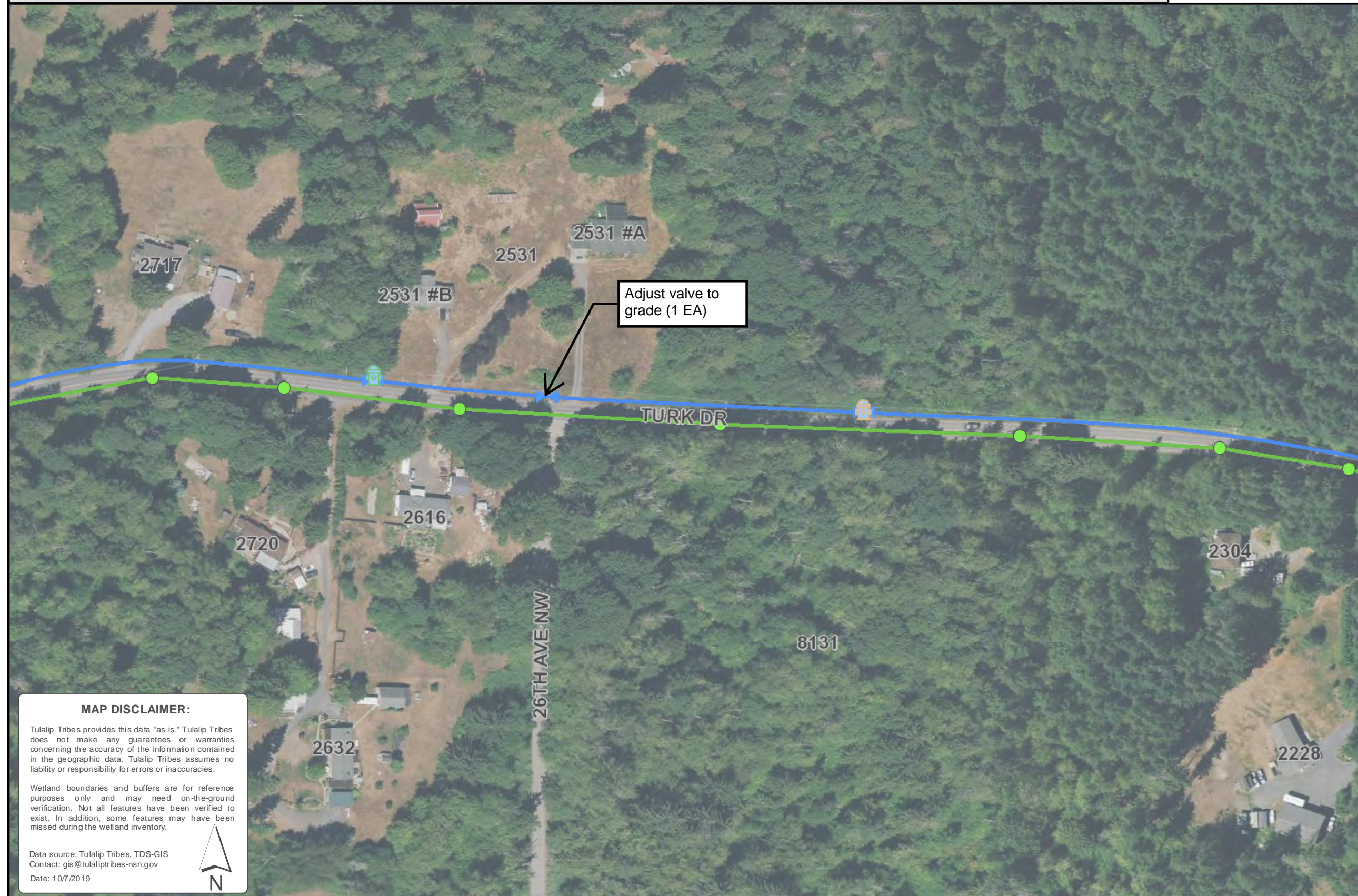








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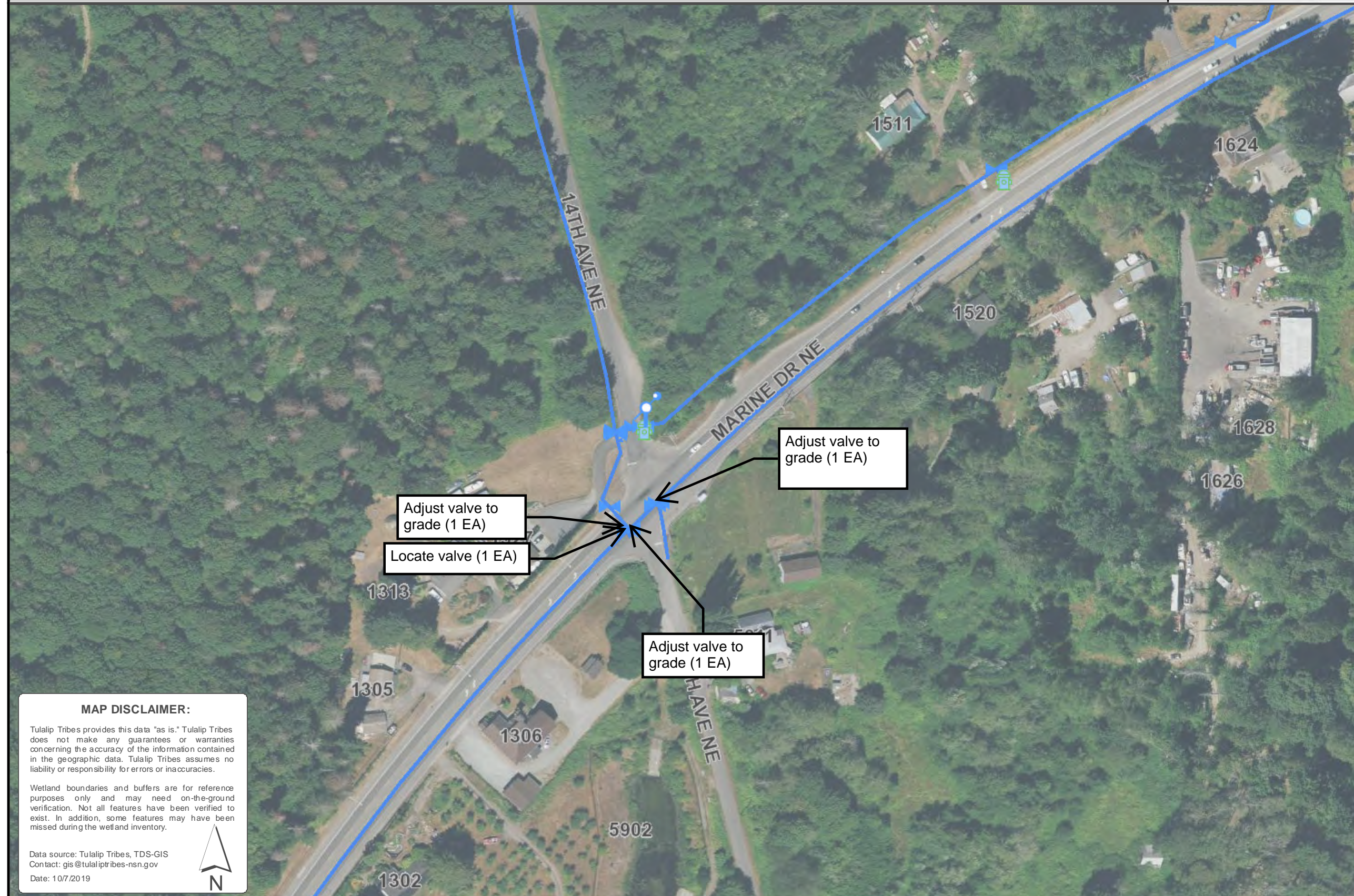








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Contact: [gis@tulaliptribes-nsn.gov](mailto:gis@tulaliptribes-nsn.gov)  
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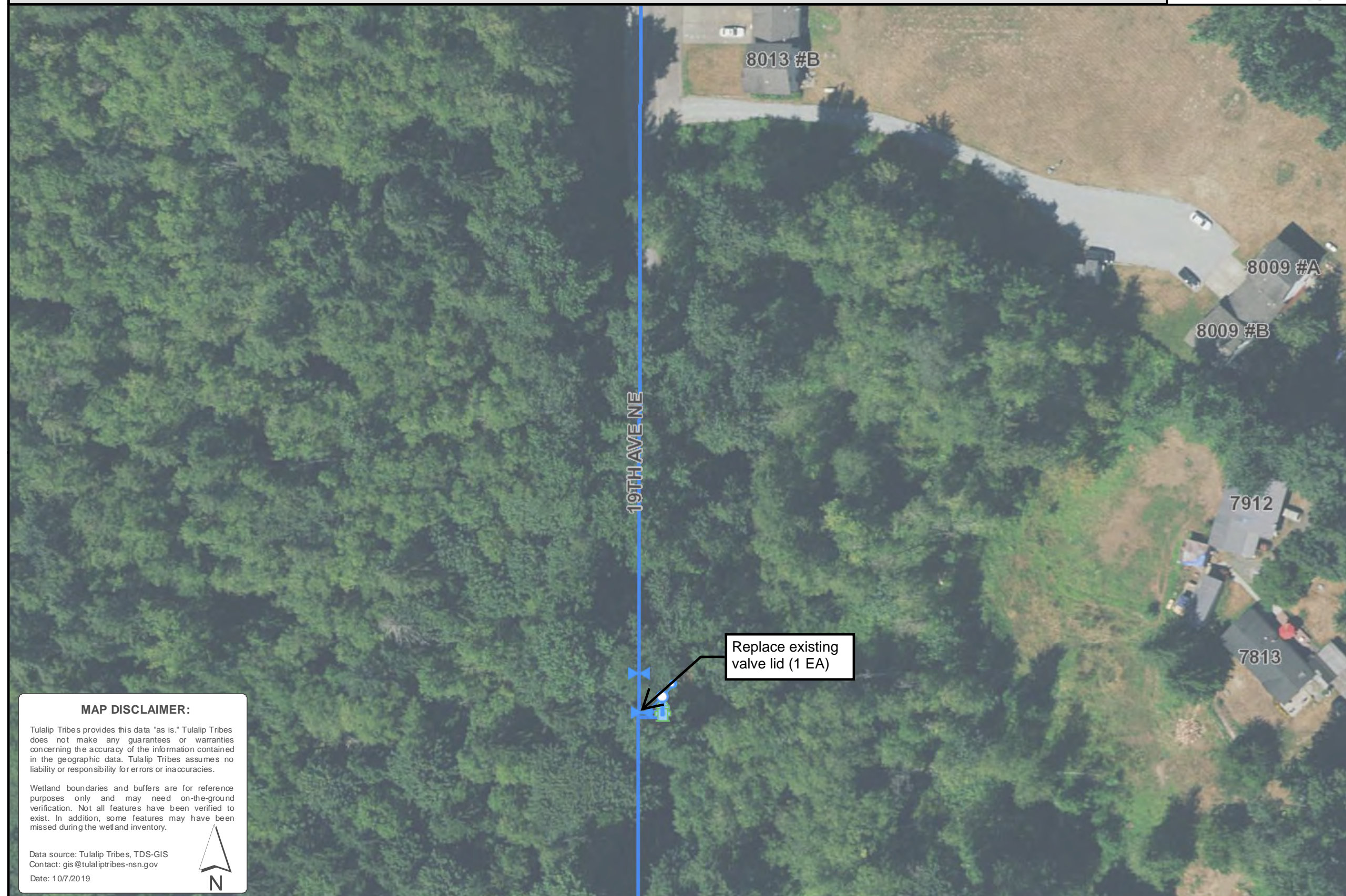








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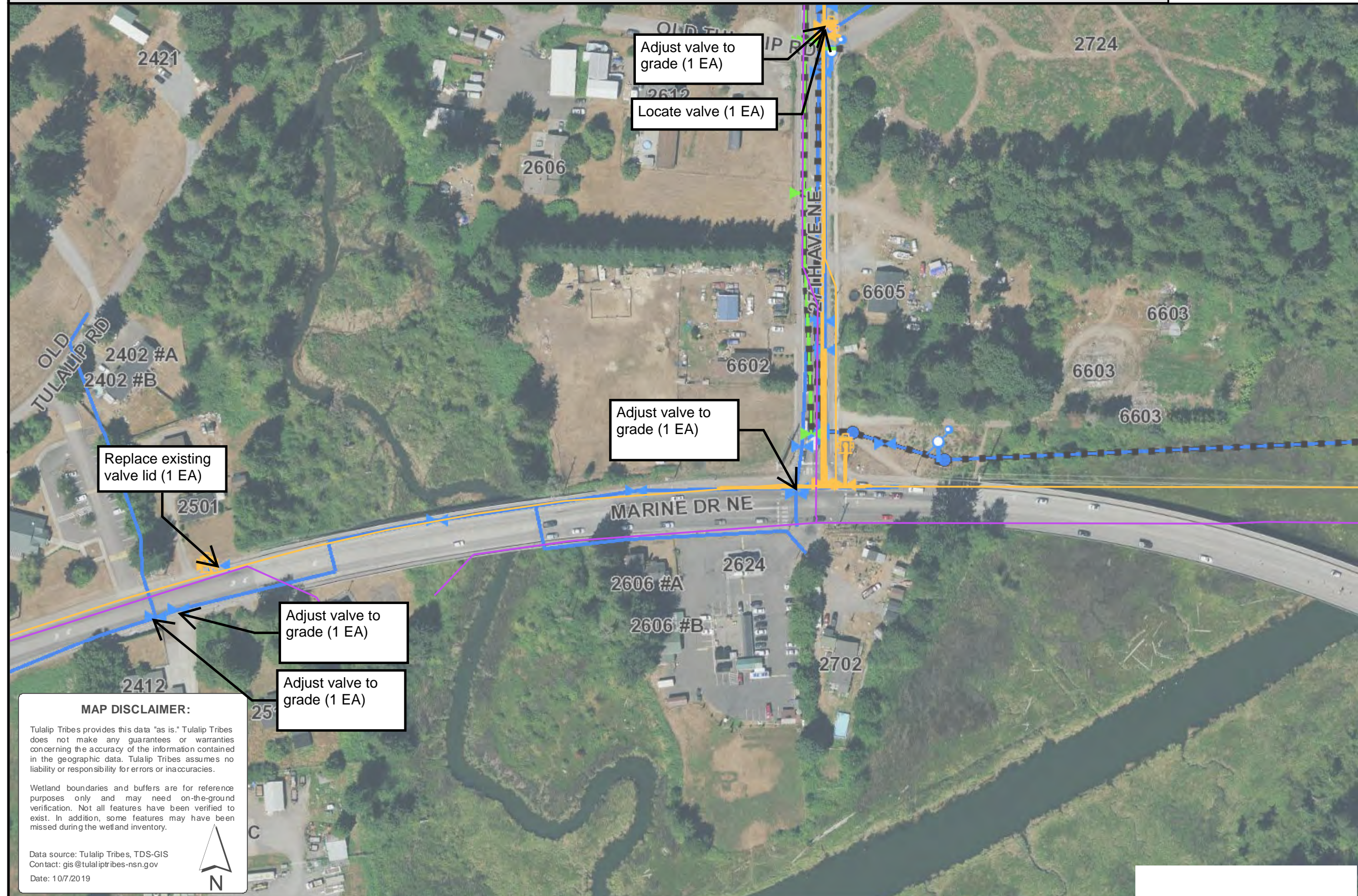








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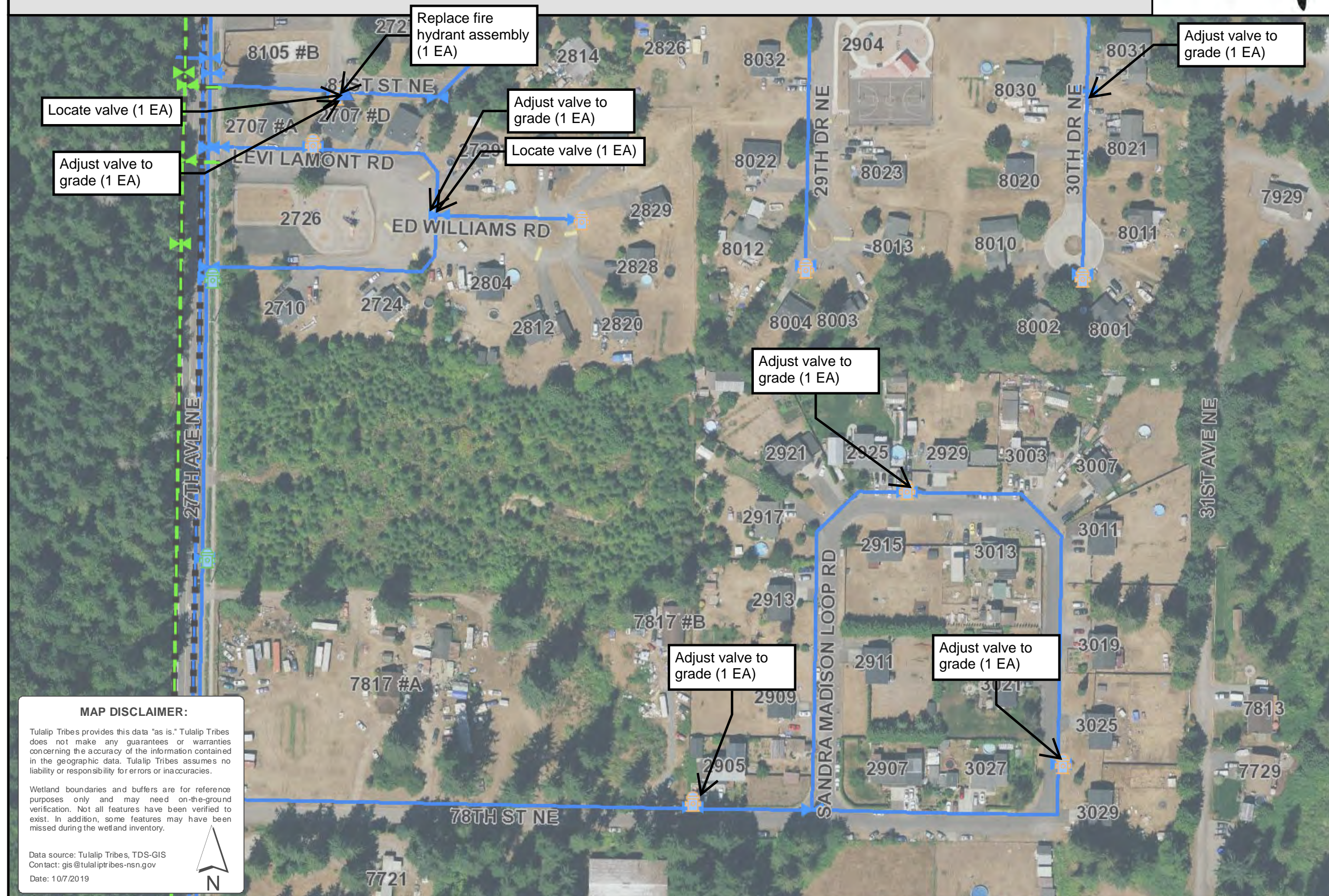








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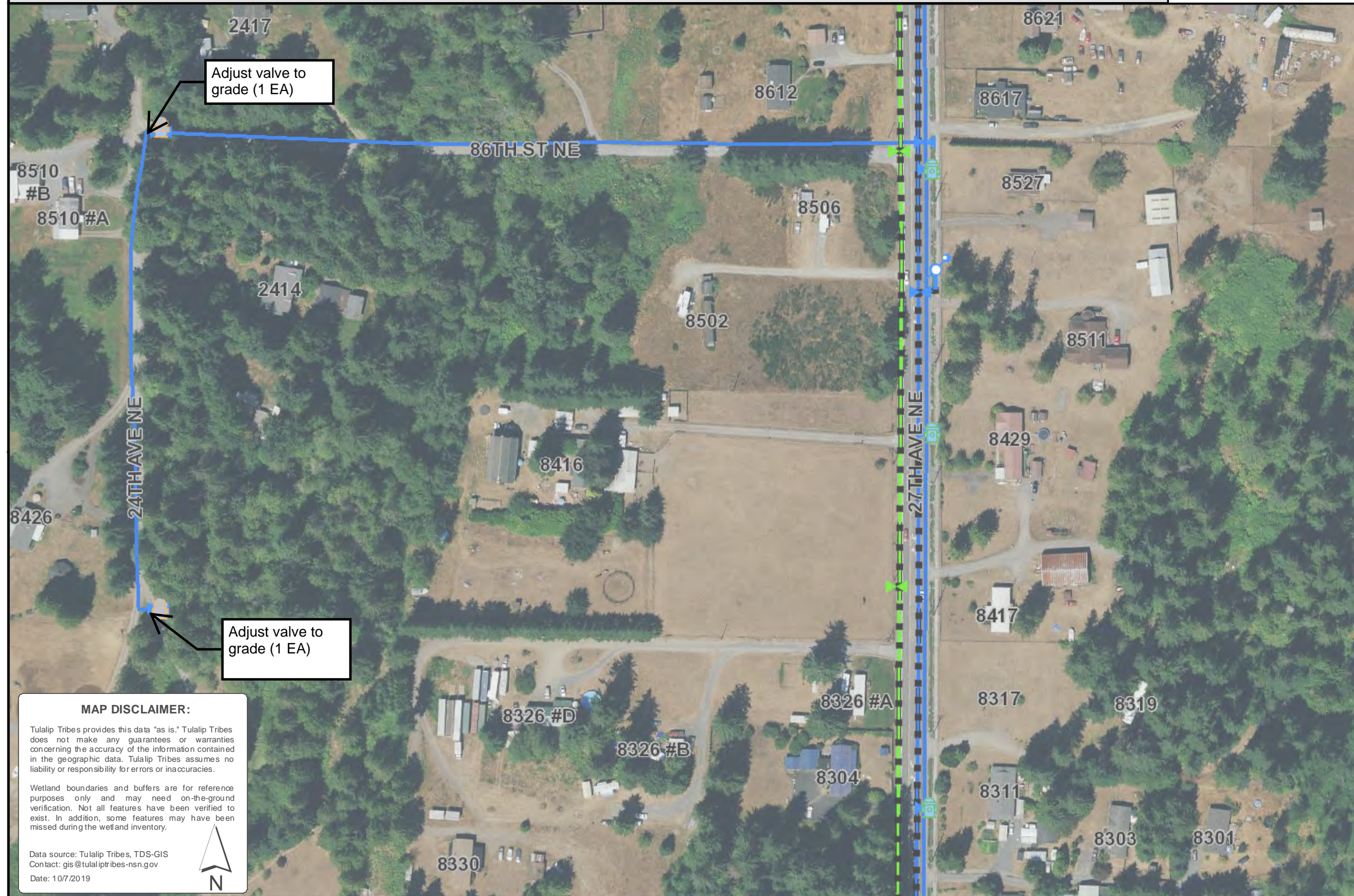








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